

COTALAND TERMS OF USE

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Thank you for visiting a website owned and operated by COTA Yellow Brick Road LLC (d/b/a COTALAND) and its affiliates (collectively, “COTALAND,” “we,” “us” and “our”), including <https://cotaland.com/> and the subdomains thereof (collectively, the “Website” or “Site”) and/or the COTALAND mobile application (the “Mobile Application” or “App”) (collectively, the Site and App referred to as the “Platform”). These Terms of Use govern your use of the Platform.

COTALAND is committed to ensuring digital accessibility for individuals with disabilities. We are continuously improving the user experience for everyone and applying relevant accessibility standards to enhance Platform usability. If you experience any difficulty accessing any content on the Platform or require assistance, please email our team at info@cotaland.com or call (512) 301-6600. We welcome feedback on ways to improve accessibility for all users.

YOUR ACCEPTANCE OF THESE TERMS OF USE

These Terms of Use, together with any terms expressly incorporated by reference, including our [Privacy Policy](#), apply to all users of the Platform and/or those who register for services available through the Platform. By using the Platform, registering for COTALAND online or digital services and/or clicking acceptance language (if prompted), you confirm that (1) you are at least 18 years old; (2) you have read these Terms of Use; and (3) you agree to comply with and be bound by these Terms of Use. If you cannot confirm each of (1) through (3) above, you may not access or use the Platform or COTALAND services. You understand and agree, however, that satisfying (1) through (3) above does not guarantee that you will receive access to the Platform, and that COTALAND reserves the right to change or include new requirements as deemed appropriate in its sole discretion without providing prior notice to you.

THESE TERMS OF USE CONTAIN A DISPUTE RESOLUTION PROVISION (INCLUDING AN ARBITRATION AGREEMENT, CLASS ACTION WAIVER AND JURY TRIAL WAIVER) THAT AFFECTS YOUR LEGAL RIGHTS. IN ARBITRATION, THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT. PLEASE REVIEW THESE PROVISIONS IN THE DISPUTE RESOLUTION SECTION BELOW CAREFULLY.

YOUR ACCEPTANCE OF OUR PRIVACY POLICY

By agreeing to these Terms of Use, you agree to the information collection and use practices as disclosed in our [Privacy Policy](#), which is expressly incorporated herein. Before using this Platform, please carefully review our [Privacy Policy](#). All personal information provided to us as a result of your use of the Platform will be handled in accordance with our [Privacy Policy](#). To the extent there are inconsistencies between these Terms of Use and our [Privacy Policy](#), the Privacy Policy controls.

YOUR CONSENT TO OTHER AGREEMENTS

When you sign up to use a special feature of the Platform, you may be asked to agree to special terms governing your use of the special feature (“Special Terms”). In such cases, you may be asked to expressly consent to the Special Terms, for example, by checking a box or clicking on a button marked “I agree.” These Special Terms supplement these Terms of Use. If any of the terms of the Special Terms are different than the terms of these Terms of Use, the Special Terms will control with respect to the specific feature provided subject to the Special Terms.

OWNERSHIP OF THE PLATFORM AND ITS CONTENT

The Platform, including all its Content, is protected under applicable intellectual property and other laws, including without limitation the laws of the United States and other countries. All Content and intellectual property rights therein are the property of COTALAND or the material is included with the permission of the rights owner and is protected pursuant to applicable copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. Any use of the Platform not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

The presence of any Content on the Platform does not constitute a waiver of any right in such Content, and we reserve all rights not expressly permitted by these Terms of Use. You do not acquire ownership rights, title or interest in the Platform or any such Content viewed through the Platform. Except as otherwise provided herein, none of this Content may be used, copied, reproduced, distributed, republished, downloaded, modified, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording or otherwise, without our express prior written permission.

Subject to the License limitations below, permission is hereby granted to the extent necessary to lawfully access and use the Platform and to display, download or print portions of the Platform on a temporary basis and for your personal, educational, noncommercial use only, provided that you (i) do not modify the Content; (ii) you retain any and all copyright and other proprietary notices contained in the Content; and (iii) you do not copy or post the Content on any network computer or broadcast the Content in any media.

CONTENT AND SOFTWARE LICENSE

If a COTALAND service or product is configured to enable the use of software, content, virtual items or other materials owned or licensed by us (collectively with the App, the “COTALAND Technology,” which, for the avoidance of doubt, is part of the Platform), we grant you a limited, non-exclusive, non-sublicensable non-transferable license to access and use such software, content, virtual item or other material for your personal (but not for resale or redistribution), noncommercial use only (the “License”).

In addition to any other restrictions contained elsewhere in these Terms of Use, you may not circumvent or disable any content protection system or digital rights management technology used with any COTALAND Technology; decompile, reverse engineer, disassemble or otherwise reduce any service to a human-readable form; remove identification, copyright or other proprietary notices; or access or use any COTALAND Technology in an unlawful or unauthorized manner or in a manner that will violate a contract or obligation to which you are a party or are otherwise bound or in a manner that suggests an association with our products, services or brands. You may not access or use (or attempt to access or use) another user's account without permission, impersonate another person or solicit another user's login information or harvest or collect information about or from other users of the Platform or services. You may not probe, scan or test the vulnerability of any portion of the Platform, nor breach the security or authentication measures on any

portion of the Platform or take any action that imposes an unreasonable or disproportionately large load on the infrastructure of any portion of the Platform, such as a denial of service attack.

The Platform is operated from the United States, and it is possible that some software from the Platform, including, without limitation, software associated with our Mobile Application, may be subject to United States export controls. The services, Content, other technology we may make available and derivatives thereof may be subject to laws and regulations of the United States and other jurisdictions. You may not access or use any COTALAND Technology in violation of United States export control and economic sanctions requirements. No software from any portion of the Platform may be downloaded or otherwise exported or reexported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country subject to a U.S. or U.N. embargo or sanction; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or anyone subject to the same or similar restrictions even if not listed or the U.S. Commerce Department's Table of Deny Orders. By downloading or using any software, including the Mobile Application, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any of the above restricted lists or subject to such restrictions. By acquiring services, content or software through the COTALAND Technology, you represent and warrant that your access to and use of the services, content or software will comply with those requirements.

The services available through the Platform may not be available in your country. We make no claims or representation that the services or products offered on the Platform are appropriate or available for use in any particular location. Those who choose to access the Platform do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. If use of the Platform and/or viewing or use of any material or Content therein or services offered thereby violates or infringes any applicable law in your jurisdiction(s), you are not authorized to view or use the Platform and must exit immediately. Your viewing and/or use of the Platform constitutes your representation that you are unconditionally and without limitation permitted to view and use the Platform and COTALAND and its affiliates and their respective managing members, officers, directors, employees and third-party suppliers (collectively, the "COTALAND Parties") may rely upon such representation.

MOBILE NETWORK

Our Mobile Application allows you to access certain services that are available via your mobile phone, including (i) downloading our Mobile Application, (ii) purchasing tickets, season passes, and various add-ons through your mobile phone, (iii) accessing your digital tickets and passes, (iv) food and beverage ordering services, (v) using our interactive map (vi) geolocation mapping and parking locator, and (vii) integrated social media (collectively, the "Mobile Services"). Excluding "in-App" purchases made by you, the Mobile Services are provided free of charge. However, when you access the Platform through a mobile network, your network or roaming provider's messaging, data and other rates and fees will apply. Downloading, installing or using certain COTALAND services may be prohibited or restricted by your network provider and not all COTALAND services may work with your network provider or device.

TRADEMARKS

The COTALAND names and logos (including, without limitation, those of its affiliates), all product and service names, all graphics, all button icons and all trademarks, service marks and logos appearing within the Platform, unless otherwise noted, are owned or licensed trademarks (whether registered or not), service marks and/or trade dress of COTALAND and/or its affiliates (the "COTALAND Marks"). All other trademarks, product names, company names, logos, service marks and/or trade dress mentioned, displayed, cited or otherwise indicated within the Platform are the property of their respective owners. You are not authorized to display or use the COTALAND Marks in any manner without our prior written permission. You are not authorized to display or use trademarks, product names, company names, logos, service

marks and/or trade dress of other owners featured within the Platform without the prior written permission of such owners. The use or misuse of the COTALAND Marks or other trademarks, product names, company names, logos, service marks and/or trade dress or any other materials contained herein, except as permitted herein, is expressly prohibited.

RESPONSIBILITY FOR USER-GENERATED CONTENT POSTED ON OR THROUGH THE PLATFORM

You are responsible for User-Generated Content ("UGC") that you post. Under no circumstances will we be liable in any way for any UGC.

This means that you, not COTALAND, are entirely responsible for all UGC that you post, transmit, publish, display or otherwise make available through the Platform, and that you can be held personally liable for comments that are defamatory, obscene or libelous, or that violate these Terms of Use, applicable law, an obligation of confidentiality or the rights of others. If any part of the UGC you post is not your original work, it is your responsibility to obtain any necessary permission to post it.

Because we do not control the UGC posted on or through this Platform, we cannot and do not warrant or guarantee the truthfulness, integrity, suitability or quality of that UGC. You also agree and understand that by accessing the Platform, you may encounter UGC that you may consider to be objectionable. We have no responsibility for any UGC, including without limitation any errors or omissions therein. We are not liable for any loss or damage of any kind you may claim was incurred as a result of the use of any UGC posted, emailed, transmitted or otherwise made available on or through the Platform. The UGC posted on or through the Platform expresses the personal opinions of the individuals who posted it and does not necessarily reflect the views of COTALAND or any person or entity associated with COTALAND.

You own UGC, but we may use it. You own the copyright in any original UGC you post. We do not claim any copyrights in UGC. However, by using the Platform you are granting us and our subsidiaries, affiliates, successors and assigns, a nonexclusive, fully paid, worldwide, perpetual, irrevocable, royalty-free, transferable license (with the right to sublicense through unlimited levels of sublicensees) to use, copy, reproduce, adapt, translate, modify, distribute, publicly display and perform, publish, transmit, remove, retain, repurpose, create derivative works from and commercialize UGC you post in any and all media or form of communication whether now existing or hereafter developed, without obtaining additional consent, without restriction, notification or attribution, and without compensating you in any way, and to authorize others to do the same. For this reason, we ask that you not post any UGC that you do not wish to license to us, including any photographs, videos, confidential information or product ideas.

We may disclose and/or remove UGC. COTALAND has certain rights. We have the right (but do not assume the obligation) to:

- monitor all UGC;
- require that you avoid certain subjects;
- remove or block any UGC at any time without notice at our sole and absolute discretion;
- disclose any UGC and the identity of the user who posted it in response to a subpoena or whenever we believe that disclosure is appropriate to comply with the law or a court order, to prevent or investigate a possible crime or other violation of law, to protect the rights of COTALAND or others or to enforce these Terms of Use; and
- terminate your access to and use of the Platform, or to modify, edit or block your transmissions thereto in our sole discretion.

You agree that our exercise of such discretion shall not render us the owners of UGC you post, and that you will retain ownership thereof as described above.

Restrictions on User-Generated Content. It is a condition of these Terms of Use that you do not:

- upload, post, transmit or otherwise make available:
 - any UGC that is unlawful, harmful, hateful, threatening, abusive, harassing, libelous, defamatory, obscene, vulgar, pornographic, profane, racially disparaging, indecent or invasive of another's privacy;
 - any UGC that constitutes or encourages activity illegal under criminal or civil law;
 - any UGC that is false, misleading or fraudulent;
 - any UGC that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
 - any UGC that violates or infringes upon the rights of others, including UGC which violates the patent rights, copyrights, trademark rights, privacy rights, publicity rights, trade secret rights, confidentiality rights, contract rights or any other rights of any individual, living or deceased, or any legal entity;
 - any UGC that contains the image, name or likeness of anyone other than yourself, unless (i) that person is at least eighteen years old and you have first obtained his/her express permission or (ii) that person is under eighteen years old but you are his/her parent or legal guardian;
 - any request for or solicitation of any personal or private information from any individual;
 - any request for or solicitation of money, goods or services for private gain;
 - any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
 - any UGC that contains advertising, promotions or marketing, or which otherwise has a commercial purpose;
- impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; or
- violate any local, state, national or international law, rule or regulation.

By posting UGC, you represent and warrant that (i) you own or otherwise control all of the rights to the UGC and have the right to grant the license set forth in these Terms of Use; (ii) the UGC is accurate; and (iii) you have read and understood—and your UGC fully complies with—these Terms of Use and applicable laws and will not cause injury to any person or entity.

REMOVAL OF CONTENT

In General

You can seek removal of objectionable UGC by contacting us using the contact information provided below. We will review all such requests and will remove UGC that we determine should be removed, in our sole discretion and in accordance with these Terms of Use and applicable law. Please be aware, however, that if the UGC has already been distributed to other websites or published in other media, we will not be able to recapture and delete it. Also, a back-up or residual copy of the UGC we remove from the Platform may remain on back-up servers.

Violation of Copyrights

COTALAND does not knowingly violate or permit others to violate the copyrights of others. We will promptly remove or disable access to material that we know is infringing or if we become aware of circumstances from which infringing activity is apparent.

If you are requesting removal of content because of a violation of your copyrights, please note that the Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe that your own work, or the work of a third party for whom you are authorized to act, is featured on the Platform or has been otherwise copied and made available on the Platform in a manner that constitutes copyright infringement, please notify us immediately. Your notice must be in writing and must include:

- an electronic or physical signature of the copyright owner or of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Platform (including the URL, title and/or item number if applicable, or other identifying characteristics);
- your name, address, telephone number and email address, and, if you are not the owner of the copyright, the name of the owner;
- a written statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
- a signed statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.

Your statement must be addressed as follows:

COTALAND Legal Department
COTA Yellow Brick Road LLC
9201 Circuit of the Americas Blvd.
Austin, TX 78617
Email: legal.notices@cotaland.com

Any notification by a copyright owner or a person authorized to act on its behalf that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon us actual knowledge of facts or circumstances from which infringing material or acts are evident.

YOUR FEEDBACK

Although we do not claim ownership of UGC you post using the Platform, the Feedback you provide to us through the Platform will be and remains our exclusive property. Your submission of Feedback will constitute an assignment to us of all worldwide rights, title and interests in your Feedback, including all copyrights and other intellectual property rights in your Feedback. We will be entitled to reduce to practice, exploit, make, use, copy, disclose, display or perform publicly, distribute, improve and modify any Feedback you submit for any purpose whatsoever, without restriction and without

compensating you in any way. For this reason, we ask that you not send us any Feedback that you do not wish to assign to us.

YOUR OBLIGATIONS

In consideration of your use of the Platform, you agree that to the extent you provide personal information to COTALAND it will be true, accurate, current and complete and that you will update all personal information as necessary. You agree not to impersonate or attempt to impersonate us, our employees or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).

To the extent you create an account through the Platform, you understand and agree that any account you create, including your username and practical password, are personal to you and may not be used by anyone else. You are responsible for maintaining the confidentiality of your username and password and are fully responsible for all activities that occur under your username and password by you or by anyone else using your username and password, whether or not authorized by you. You agree to change your password immediately if you believe your password may have been compromised or used without authorization. You also agree to immediately inform us of any apparent breaches of security such as loss, theft or unauthorized disclosure or use of your username or password by contacting us using the information provided in the Notice section below. Until we are so notified, you will remain liable for any unauthorized use of your account.

You agree to use the Platform in a manner consistent with any and all applicable rules, laws and regulations, only for lawful purposes and in accordance with these Terms of Use. You agree not to upload or transmit through the Platform any computer viruses, trojan horses, worms, logic bombs, keystroke logging or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer or the Platform. Any unauthorized modification, monitoring or copying (including through the use of robots and spiders), tampering or change of any information, interference with the availability of or access to the Platform, the server on which the Platform is stored or hosted or any other server, computer or database connected to the Platform, or conduct that may harm us or other users of the Platform is strictly prohibited. We reserve all rights and remedies available to us.

ACCESS, CORRECTION AND DATA INTEGRITY

Although we attempt to maintain the integrity and accuracy of the information on the Platform, we make no guarantees as to its correctness, completeness or accuracy. The Platform may contain typographical errors, inaccuracies or other errors or omissions. If you believe that information found on the Platform is inaccurate or unauthorized, please inform us by contacting us using the contact details provided below.

SECURITY

We implement reasonable and appropriate security measures to protect your information from loss, misuse and unauthorized access, disclosure, alteration and destruction, taking into account the risks involved in processing and the nature of such data, and comply with applicable laws and regulations. However, no security system is impenetrable. We cannot guarantee the security of our databases, nor can we guarantee that the information you supply will not be intercepted while being transmitted to and from us over the Internet. Also, no data transmission over the Internet is 100 percent secure. You should take appropriate precautions to protect personal and confidential information, including any passwords or account information, and to use the Platform and your devices or applications in a secure and responsible manner. You, not COTALAND, are responsible for the security of your devices and your transmission of information over

the Internet, and if you have any concerns about the transmission of your information over the Internet, you should use other means of communication.

ELECTRONIC COMMUNICATIONS

You agree to receive invitations, notifications, reminders and other communications from COTALAND (and any of its affiliates or agents) by email, phone or other method of communication. These communications may include (but are not limited to):

- Marketing materials;
- Information about events and access;
- Promotional offers; and
- Platform updates.

By providing your email address, phone number or other method of communication, you are agreeing to be contacted by or on behalf of COTALAND to receive marketing-related information and other operational services. These communications may not be secure. Unsecured communications pose a risk to the confidentiality and privacy of information being sent because they might be intercepted by a third party. You can opt out of receiving one of our electronic communications by following the instructions for unsubscribing contained in the electronic communication. Please allow us ten (10) business days from when the request was received to complete the removal. Please note that even if you unsubscribe from commercial electronic communications, we may still email you non-commercial (transactional) electronic communications related to your account and your transactions with the Platform or any purchases made on the Platform or otherwise with COTALAND (or its affiliates).

From time to time, we may offer you other opportunities to receive communications from us via calls, SMS text messages, or similar technology (including via automatic telephone dialing equipment). For more information, please review the COTALAND Text Message Program Terms below.

COTALAND TEXT MESSAGE PROGRAM TERMS

By signing up for one or more text message programs (“COTALAND Text Message Programs”), providing your telephone number or otherwise agreeing to receive text message communications (including, but not limited to, SMS and MMS) from or on behalf of COTALAND, you agree to be bound by these COTALAND Text Message Program Terms, the Terms of Use and any other applicable terms related to COTALAND’s services:

- A. COTALAND (or its representatives) may send recurring and nonrecurring text messages to the mobile phone number(s) you provide, depending on your enrollment choices and/or consent, as required by applicable law. Such communications may include communications to confirm, process and notify you about the services you select or use, provide information about events that you are attending, or be initiated for other customer service, account-related or marketing purposes. By using, taking part in or opting in to any COTALAND Text Message Program, you are expressly consenting to receiving marketing and/or nonmarketing text messages from COTALAND or its representatives, which may utilize or be sent using automated telephone dialing equipment and may include artificial intelligence (“AI”)-generated content, at the mobile telephone number associated with your opt-in. Your consent to receive text messages is not required to make a purchase or a condition of purchase, and you may opt out of text message communications at any time.

- B. Message frequency will vary. COTALAND reserves the right to alter the frequency of messages sent at any time, as well as to change the short code or phone number from which messages are sent. Your continued enrollment in any COTALAND Text Message Program following the effective date of any such changes shall constitute your acceptance of such changes.
- C. Standard message and data rates may apply. All charges are billed by and payable to your mobile carrier. COTALAND does not charge you for sending or receiving text messages to or from us.
- D. For help, reply "HELP" in response to any text message you receive from us. To opt out, reply "STOP" in response to any text message you receive from us. Please note that you may be subscribed to multiple COTALAND Text Message Programs across different short codes, and therefore you must separately submit an opt-out request to each short code from which you wish to unsubscribe. You may also opt out by contacting us by phone at 512-655-6585 or emailing us at privacy@cotaland.com. Regardless of the opt-out method utilized, you may receive a confirmation text that your request has been processed.
- E. Any COTALAND Text Message Program is offered on an "as-is" basis and may not be available in all areas at all times. COTALAND will not be liable for any delays in the receipt of any text messages as delivery is subject to effective transmission from your network operator. If you have questions about your text plan or data plan, please contact your wireless provider.
- F. If you change mobile numbers or deactivate your phone, you are obligated to opt out (using the instructions provided above) or to contact COTALAND to report your change in status so that we may discontinue sending text messages to your mobile number.
- G. Data obtained from you in connection with any COTALAND Text Message Program may include your mobile phone number, your carrier's name, the date, time and content of your messages and other information you provide to us. We may use this information to contact you and to provide the services you request from us. This information will not be disclosed to any third parties, except that if it is related to an event, it may be shared with the event promoter, for their marketing/promotional purposes.
- H. The text message service is available on most U.S. carriers including but not limited to: Verizon Wireless, T-Mobile USA and AT&T. COTALAND reserves the right to add or remove eligible mobile phone carriers from this list from time to time.
- I. COTALAND reserves the right to change these COTALAND Text Message Program Terms from time to time without notice, and in its sole discretion. ANY CHANGES OR MODIFICATIONS TO THESE COTALAND TEXT MESSAGE PROGRAM TERMS WILL BE EFFECTIVE UPON POSTING OF THE REVISIONS. THE UPDATED COTALAND TEXT MESSAGE PROGRAM TERMS WILL REPLACE THE PRIOR VERSION AND ARE APPLICABLE TO ANY FUTURE DISPUTES BETWEEN THE PARTIES, REGARDLESS OF WHEN THE DISPUTED INTERACTIONS AROSE.
- J. For additional information on COTALAND's privacy practices, including related to text message communications, please review our [Privacy Policy](#).
- K. If you have any questions or need further assistance, you may contact us by phone at 512-655-6585 or email us at privacy@cotaland.com.

PAYING ONLINE

You may be able to make online payments via the Platform. In using any online payment service offered by COTALAND, you authorize COTALAND to process and display your account and payment information on a secured Internet site. You

are responsible for the confidentiality of your password, banking or credit card information and any account information. We are not responsible for any loss you may incur if someone misuses your password, banking or credit card information or account information. Additional terms may apply to the online payment services as well.

DISCLAIMERS OF WARRANTIES AND DAMAGES

While we use reasonable efforts to include accurate and up to date information on the Platform, we make no warranties or representations as to its accuracy. We assume no liability or responsibility for any errors or omissions in the Content of the Platform. We make no representation that the Content contained in the Platform is appropriate or authorized for use in all countries, states, provinces, counties or any other jurisdictions. If you choose to access the Platform, you do so of your own initiative and risk and are responsible for compliance with all applicable laws.

THE PLATFORM, ITS CONTENT AND ANY OTHER PRODUCTS OR SERVICES PROVIDED AS A RESULT OF YOUR USE OF THE PLATFORM ARE PROVIDED “AS IS,” “AS AVAILABLE” AND WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE AND OUR VENDORS EXPRESSLY DISCLAIM ALL WARRANTIES RELATED TO THE PLATFORM, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS. WITHOUT LIMITATION TO THE ABOVE, NEITHER WE NOR OUR VENDORS WARRANT OR REPRESENT THAT THE INFORMATION CONTAINED IN THE PLATFORM IS ACCURATE, COMPLETE, CORRECTLY SEQUENCED, RELIABLE OR TIMELY, THAT THE PLATFORM, CONTENT OR SERVICES WILL BE UNINTERRUPTED OR FREE OF ERRORS AND/OR VIRUSES OR OTHER HARMFUL CODE, THAT ANY ERRORS ASSOCIATED WITH THE PLATFORM WILL BE CORRECTED OR THAT THE PLATFORM OR THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED THROUGH THE PLATFORM WILL MEET YOUR REQUIREMENTS, NEEDS OR EXPECTATIONS.

You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, anti-virus protection and for maintaining a means external to our Platform for any reconstruction of any lost data.

YOU SPECIFICALLY ACKNOWLEDGE THAT WE ARE NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OF THE PLATFORM OR SERVICES OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. YOU USE THE PLATFORM AND SERVICES AT YOUR SOLE RISK. YOU ALSO UNDERSTAND THAT WE ARE NOT RESPONSIBLE FOR ANY INACCURACIES OR DEFECTS IN THE INFORMATION, SOFTWARE, COMMUNICATION LINES, INTERNET OR YOUR INTERNET SERVICE COMPANY (ISP), COMPUTER HARDWARE OR SOFTWARE OR ANY OTHER SERVICE OR DEVICE THAT YOU USE TO ACCESS THE PLATFORM. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COTALAND OR ITS AFFILIATES OR THROUGH OR FROM THE PLATFORM SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE.

WAIVER, RELEASE AND LIMITATION OF LIABILITY

YOU AGREE THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, UNDER NO CIRCUMSTANCES WILL WE, OR OUR MEMBERS, MANAGERS, OWNERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, VENDORS, LICENSORS OR OTHER REPRESENTATIVES, NOR ANY OF THEIR AFFILIATES, BE LIABLE, INCLUDING, WITHOUT LIMITATION, FOR BREACH OF CONTRACT, TORT OR NEGLIGENCE, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), LOSSES, FEES, CHARGES, EXPENSES OR LIABILITIES THAT ARISE OUT OF OR IN CONNECTION WITH THE OPERATION OF OR YOUR ACCESS TO AND USE OF THE PLATFORM, INCLUDING ANY FAILURE OF PERFORMANCE, ERRORS, INACCURACIES, OMISSIONS, DEFECTS, UNTIMELINESS, INTERRUPTION, DELETION, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, OR UNAUTHENTICITY OF ANY CONTENT IN THE PLATFORM OR SERVICES, OR THE USE OR INABILITY TO USE THE PLATFORM OR SERVICES OR ANY CONTENT THEREIN.

TO THE FULLEST EXTENT ALLOWED BY LAW, WITH RESPECT TO DIRECT DAMAGES, AND WHERE THE ABOVE EXCLUSIONS OF INDIRECT, CONSEQUENTIAL AND OTHER DAMAGES ARE LIMITED OR PROHIBITED UNDER LAW, IN NO EVENT SHALL OUR OR OUR VENDOR'S AGGREGATE LIABILITY TO YOU FOR ANY LOSS, DAMAGE, FEES, CHARGES, EXPENSES OR LIABILITIES YOU SUFFER OR INCUR OR CLAIM RELATED TO OR ARISING OUT OF YOUR ACCESS TO AND USE OF THE PLATFORM AND SERVICES THAT RESULT FROM ANY ACT OR OMISSIONS OF US OR OUR MEMBERS, MANAGERS, OWNERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, VENDORS, LICENSORS OR OTHER REPRESENTATIVES, OR ANY OF THEIR AFFILIATES, EXCEED THE TOTAL CASH AMOUNT PAID BY YOU DURING THE THREE MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY, OR IF NO FEES WERE PAID OR PAYABLE BY YOU FOR SUCH PERIOD, \$100.

THE LIMITATIONS IN THIS SECTION APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS AND REGARDLESS OF THE TYPE OF DAMAGES OR CLAIMS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OUR LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

THE PARTIES AGREE THAT THE EXCLUSIONS OF REMEDIES AND LIMITATIONS SPECIFIED IN THIS SECTION ARE ESSENTIAL TERMS, WITHOUT WHICH THE SERVICES WOULD NOT BE OFFERED, ARE A REASONABLE ALLOCATION OF RISK AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. TO THE EXTENT THE ABOVE LIMITATION OF LIABILITY IS RESTRICTED UNDER LAW, THE ABOVE LIMITATION SHALL BE APPLIED TO THE MAXIMUM EXTENT PERMITTED UNDER SUCH LAW.

Your correspondence or business dealings with, or participation in promotions of, advertisers and vendors found on or through the Platform or the services offered through the Platform, including 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 advertiser and/or vendor. You agree that we shall not be responsible or liable for any loss or

damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or vendors on the Platform or in connection with the Platform or its services. All of your business dealings with vendors and advertisers appearing on or through the Platform or its services shall be at your sole risk.

LIMITATION OF TIME TO FILE CLAIMS

To the maximum extent permitted by law, you permanently and irrevocably waive the right to bring any claim unless you provide us with written notice of the event or facts giving rise to the claim within one (1) year of their occurrence. You understand and agree that any such claim noticed or brought after this time period is permanently time barred.

LINKS TO THIRD-PARTY WEBSITES

The Platform may provide links to other websites operated by third parties ("Linked Sites"). These Linked Sites are provided solely as a convenience to you. Because we have no control over third-party websites, we make no representations about any Linked Site, are not responsible for the availability of those websites and do not endorse and are not responsible or liable for any content, advertising, services, products or other materials on or available from such websites. COTALAND shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, advertising, services, products, or other materials on or available from such Linked Sites. These Terms of Use do not apply to your use of third-party websites; your use of such websites is subject to the terms and policies of the owner of such websites, and you are solely responsible for the access and use of Linked Sites.

NOTICE

Except as otherwise specified in these Terms of Use, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email. Notices to us must be sent in writing to the following address:

COTALAND Legal Department
9201 Circuit of the Americas Blvd.
Austin, TX 78617
Email: legal.notices@cotaland.com

Notices to you will be sent to the email address you provide to us, which addresses may be updated from time to time upon written notice to the other party.

ASSIGNMENT

Except as otherwise permitted in these Terms of Use, you may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise. We may assign our rights and privileges under these Terms of Use (including your user registration) to any other party at any time without notice to you, including in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets, or to an affiliate, or in connection with

a change in control. Subject to the foregoing, these Terms of Use shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

MODIFICATION AND DISCONTINUATION

We reserve the right at any time and from time to time to modify, edit, delete, withdraw, suspend or discontinue, temporarily or permanently, the Platform (or any portion thereof) and/or the information, materials, products and/or services available through the Platform (or any part thereof) with or without notice. We also may restrict, suspend, limit or terminate your access to some parts or the entirety of the Platform, with or without warning. You agree that we shall not be liable to you or to any third party for any such restriction, limitation, termination, modification, editing, deletion, withdrawal, suspension or discontinuance of the Platform or any feature or component of the Platform. The introduction to these Terms of Use and the following sections will survive any restriction, limitation, termination, deletion, withdrawal, suspension or discontinuance of the Platform: Your Acceptance of These Terms of Use; Disclaimers of Warranties and Damages; Waiver, Release and Limitation of Liability; Governing Law, Jurisdiction and Venue; Indemnity; and Dispute Resolution.

WAIVER

Our failure at any time to require performance of any provision of these Terms of Use or to exercise any right provided for herein will not be deemed a waiver of such provision or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by COTALAND of any breach of any provision of these Terms of Use or of any right provided for herein will be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under these Terms of Use.

SEVERABILITY

If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid or unenforceable, it will be so held to the minimum extent required by law, or removed from the Terms of Use, and except as set forth in the Dispute Resolution section, all other parts of these Terms of Use are still valid and enforceable. The parties further agree to replace such invalid or unenforceable provision of these Terms of Use with a valid and enforceable provision that will achieve, to the fullest extent possible, the economic, business and other purposes of such invalid or unenforceable provision.

GOVERNING LAW, JURISDICTION AND VENUE

These Terms of Use, and any dispute between you and COTALAND relating to your use of the Platform and these Terms of Use, will be governed and construed in accordance with the laws of the State of Texas without regard to any conflict of law principles, except for the Dispute Resolution section. You agree that any action at law or in equity arising out of or relating to these Terms of Use that is not subject to arbitration will be filed, and that venue properly lies, only in state or federal courts located in Austin, Texas, United States of America, and you consent and submit to the personal jurisdiction of such courts for the purposes of litigating such action. However, we retain the right to bring an action in any jurisdiction where we believe that infringement of these Terms of Use is taking place or originating.

INDEMNITY

You agree to indemnify and hold COTALAND, its subsidiaries and its affiliates, and each of their respective officers, members, owners, managers, agents, licensors, partners and employees, harmless from any loss, liability, claim, expense or demand, including reasonable attorney's fees, whether made by you, on your behalf, or by any third party due to or arising out of your use of or access to the Platform, including, but not limited to, claims arising out of your violation of these Terms of Use and/or a breach of these Terms of Use, any breach of your representations and warranties set forth above (including any violation of a third-party right, such as copyright, trademark, trade secret or privacy rights or if any material that you post using the Platform causes us to be liable to another) and/or any misrepresentation made by you. You agree to promptly notify us of any claim. We reserve the right to assume the exclusive defense and control of any such claim, and you agree to provide us with full cooperation and information as we may request.

DISPUTE RESOLUTION (INCLUDING ARBITRATION AGREEMENT; CLASS ACTION WAIVER; JURY TRIAL WAIVER)

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU AND COTALAND TO ARBITRATE CERTAIN DISPUTES AND CLAIMS AND LIMITS THE MANNER IN WHICH WE CAN SEEK RELIEF FROM EACH OTHER. ARBITRATION PRECLUDES YOU AND COTALAND FROM SUING IN COURT OR HAVING A JURY TRIAL. YOU AND COTALAND AGREE THAT ARBITRATION WILL BE SOLELY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ARBITRATION, CLASS ACTION OR ANY OTHER KIND OF REPRESENTATIVE PROCEEDING. COTALAND AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY.

THE PARTIES ACKNOWLEDGE THAT THE TERMS OF THIS SECTION ARE INTENDED TO REDUCE THE FINANCIAL BURDENS ASSOCIATED WITH RESOLVING THEIR DISPUTES AND ARE NOT INTENDED TO DELAY ADJUDICATION OF ANY PARTY'S CLAIMS.

FOLLOW THE INSTRUCTIONS BELOW, IN PARAGRAPH (J), IF YOU WISH TO OPT OUT OF THE REQUIREMENT OF ARBITRATION ON AN INDIVIDUAL BASIS. NO CLASS OR REPRESENTATIVE ACTIONS OR ARBITRATIONS ARE ALLOWED UNDER THIS AGREEMENT.

- A. Claims This Section Applies To.** The dispute resolution and binding arbitration terms in this Dispute Resolution section (the "Agreement") apply to all Claims between you and COTALAND. A "Claim" is (i) any dispute, claim or controversy (excluding those exceptions listed below) between you and COTALAND, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, that either party wishes to seek legal recourse for and that arises from or relates to these Terms of Use, or the Platform, including any privacy or data security claims or claims related to the validity, enforceability or scope of the arbitration requirement or any portion of it; (ii) any dispute, claim or controversy that is presently the subject of purported class action litigation in which you are not a member of a certified class; and (iii) any dispute, claim or controversy that may arise after termination of these Terms of Use.
- B. Informal Dispute Resolution Prior to Arbitration.** If you have a Claim against COTALAND or if COTALAND has a Claim against you, you and COTALAND will first attempt to resolve the Claim informally in order to try and resolve the Claim faster and reduce costs for both parties. You and COTALAND will make a good-faith effort to negotiate the resolution of any Claim for 60 days, or such longer period as mutually agreed in writing (email suffices) by the parties, ("Informal Resolution Period") from the day either party receives a written notice of a dispute from the other party (a "Claimant Notice") in accordance with this Agreement.

You will send any Claimant Notice by certified mail addressed to COTALAND Legal Department, 9201 Circuit of the Americas Blvd., Austin, TX 78617 or by email to legal.notices@cotaland.com. COTALAND will send any Claimant Notice to you by certified mail or email using the contact information you have provided to COTALAND. The Claimant Notice sent by either party must (i) include the sender's name, address, email address and telephone number; (ii) describe the nature and basis of the Claim; (iii) set forth the specific relief sought; and (iv) include your handwritten signature or the handwritten signature of a COTALAND employee, as applicable, depending on which party is initiating the Claim. A Claimant Notice shall be individualized such that it may only pertain to you and you alone, and may not be combined with a Claimant Notice by any other customer or user of the Platform.

During the Informal Resolution Period and before we may commence arbitration of a dispute, we agree to meet and confer by telephone or by videoconference in a good faith effort to resolve the dispute informally (the "Informal Dispute Resolution Conference"). If you are represented by counsel, your counsel may participate in the Informal Dispute Resolution Conference, but you must also personally participate in the Informal Dispute Resolution Conference.

The party initiating the dispute agrees to provide a notice of intent to initiate the Informal Dispute Resolution Conference ("Notice of Conference") as follows: the Notice of Conference must include the following information: Your name, telephone number, mailing address and email address associated with your account (if you have one), the name, telephone number, mailing address and email address of your counsel (if any), and whether you intend to have the conference by telephone or by videoconference. The Notice of Conference must be mailed to COTALAND Legal Department, 9201 Circuit of the Americas Blvd., Austin, TX 78617 or by email to legal.notices@cotaland.com. A Notice of Conference shall be individualized such that it may only pertain to you and you alone, and may not be combined with a Notice of Conference by any other customer or user of the Platform. A customer or user of the Platform may, but is not required to, combine in one mailing a Claimant Notice and a Notice of Conference.

The Informal Resolution Period is designed to allow the party who has received a Claimant Notice to make a fair, fact-based offer of settlement if it chooses to do so. You or COTALAND cannot proceed to arbitration before the end of the Informal Resolution Period. If you or COTALAND file a Claim in court or proceed to arbitration without complying with the requirements in this Dispute Resolution section, including waiting until the conclusion of the Informal Resolution Period, the other party reserves the right to seek relief from a court to enjoin the filing and seek damages from the party that has not followed the requirements in this Dispute Resolution section to reimburse it for any arbitration fees and costs already incurred as a foreseeable consequence of that breach.

The statute of limitations and any filing fee deadlines for a Claim will be tolled for the duration of the Informal Resolution Period for that Claim so that the parties can engage in this informal dispute-resolution process.

C. Claims Subject to Binding Arbitration. Except for individual disputes that qualify for small claims court (provided that the small-claims court does not permit class or similar representative actions or relief) and any disputes exclusively related to the intellectual property or intellectual property rights of you or COTALAND, including any disputes in which you or COTALAND seek injunctive or other equitable relief for the alleged unlawful use of your or COTALAND's intellectual property or other infringement of your or COTALAND's intellectual property rights ("IP Claims"), all Claims, including Claims that are not related to intellectual property or intellectual property rights but are jointly filed with IP Claims, that are not resolved in accordance with paragraph (B) of this Dispute Resolution section will be resolved by a neutral arbitrator through final and binding arbitration instead of in a court by a judge or jury. Such Claims include, without limitation, disputes arising out of or relating to interpretation or application of this arbitration provision, including the enforceability, revocability or validity of the arbitration provision or any portion of the arbitration provision. The arbitrator will have the authority to grant any remedy or relief that would otherwise be available in court.

D. Binding Individual Arbitration. The sending of a Claimant Notice and the completion of an Informal Dispute Resolution Conference are conditions precedent to our respective right to commence arbitration. Accordingly, if, but only if, we are unable to resolve a dispute within 30 days after the Informal Dispute Resolution Conference is completed, we may commence arbitration pursuant to the procedures in this Agreement. No arbitration may commence or proceed until the requirements set forth in paragraph (B) (above) are fully satisfied.

The arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. If the AAA is unavailable or refuses to arbitrate the parties' dispute for any reason, the arbitration shall be administered and conducted by a widely-recognized arbitration organization that is mutually agreeable to the parties, but neither party shall unreasonably withhold their consent. If the parties cannot agree to a mutually agreeable arbitration organization, one shall be appointed pursuant to Section 5 of the Federal Arbitration Act ("FAA"). In all events, the AAA Rules shall govern the parties' dispute. The AAA Rules are available online at www.adr.org, or by calling the AAA at 1 800-778-7879. The AAA Rules may change from time to time, and you should review them periodically.

The arbitrator shall be bound by the terms of this Agreement and shall follow the applicable law. In this regard, the arbitrator shall not have the power to commit errors of law or legal reasoning, and any award rendered by the arbitrator that employs an error of law or legal reasoning may be vacated or corrected by a court of competent jurisdiction for any such error.

This Agreement affects interstate commerce, and the enforceability of this Dispute Resolution section will be substantively and procedurally governed by the FAA to the extent permitted by law. As limited by the FAA, this Agreement and the AAA Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any Claim and to grant any remedy that would otherwise be available in court, including the power to determine the question of arbitrability. To the fullest extent allowed by applicable law, the arbitrator may only award legal or equitable remedies that are individual to you or COTALAND to satisfy one of our individual Claims (that the arbitrator determines are supported by credible relevant evidence).

We agree that, by entering into this Agreement, we are each waiving the right to a trial by jury or to participate in a class action to the maximum extent permitted by law.

E. Arbitration Procedure and Location. You or COTALAND may initiate arbitration of any Claim not resolved during the Informal Resolution Period by filing a demand for arbitration with AAA in accordance with the AAA Rules.

Instructions for filing a demand for arbitration with AAA are available on the AAA website or by calling AAA at 800-778-7879. You will send a copy of any demand for arbitration by certified mail addressed to COTALAND Legal Department, 9201 Circuit of the Americas Blvd., Austin, TX 78617 or by email to legal.notices@cotaland.com. COTALAND will send any demand for arbitration to you by certified mail or email using the contact information you have provided to COTALAND.

The arbitration will be conducted by a single arbitrator in the English language. You and COTALAND both agree that the arbitrator will be bound by this Agreement.

Unless the parties agree in writing, any arbitration hearings will take place in the county (or parish) of your billing address.

At either party's election, arbitration of any dispute shall proceed pursuant to the Desk Arbitration rules of the AAA, unless both parties are represented by counsel.

Prior to the appointment of a merits arbitrator, either party may request the appointment of a process arbitrator to determine: (i) whether the conditions precedent set forth in paragraph B of this Dispute Resolution section have been satisfied; (ii) whether AAA's filing requirements have been satisfied; (iii) the applicable arbitration agreement; (iv) the applicable AAA rules that apply; (v) the allocation of payment advances on administrative fees, arbitrator compensation and/or expenses; (vi) any other issue agreed to be addressed by the process arbitrator; and (vii) any other issue regarding the administration of the arbitration.

If the process arbitrator makes an initial determination that the dispute is frivolous or brought in bad faith, it shall allocate all AAA and arbitrator fees and expenses to the party who initiated the arbitration. If the merits arbitrator subsequently determines that the claims were not frivolous, COTALAND will reimburse any AAA filing, administration and arbitrator fees that were paid by you.

If the merits arbitrator finds that a dispute is frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), the prevailing party shall recover all fees paid to AAA and, at the arbitrator's discretion, an award of reasonable attorney's fees and costs.

F. Arbitration Fees. After COTALAND receives notice that you have commenced arbitration, COTALAND will promptly reimburse you for your payment of the filing fee. If you are unable to pay this fee, COTALAND will pay it directly upon receiving a written request from you. Except as otherwise provided for herein, COTALAND will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the terms of this Agreement.

G. Offers of Settlement. Either party may, but is not obligated to, make a written settlement offer for a Claim. If an arbitration decision or award is later issued that is less favorable to a party than the latest written offer of settlement that party did not accept, that party must pay all costs and fees—including arbitration, attorney and expert fees—incurred by the other party after the written settlement offer was made. The terms of any settlement offer may not be disclosed to an arbitrator until after the arbitrator issues a decision or award on the Claim.

H. Confidentiality. If you or COTALAND submits a Claim to arbitration, you and COTALAND agree to cooperate to seek from the arbitrator protection for any confidential, proprietary, trade secret or otherwise sensitive information, documents, testimony and other materials that might be exchanged or the subject of discovery in the arbitration. You and COTALAND agree to seek such protection before any such information, documents, testimony or materials are exchanged or otherwise become the subject of discovery in the arbitration.

I. Mass Arbitration. WE AGREE THAT IN THE EVENT THAT MASS ARBITRATION IS ATTEMPTED OR SOUGHT, SUCH ARBITRATION SHALL BE ADMINISTERED PURSUANT TO THE FOLLOWING RULES.

- i. "Mass Arbitration" means 25 or more arbitration demands that: (i) are filed within 180 days of each other, (ii) allege similar or identical claims or causes of action, and (iii) either (a) the parties to those arbitration demands seek to simultaneously or collectively administer and/or arbitrate together, or (b) are filed by the same counsel or in coordination with each other.
- ii. In the event that Mass Arbitration is attempted or sought involving 250 arbitration demands or less, we agree the arbitration provider shall: (i) group the arbitration demands into batches of no less than 25 arbitration demands per group and (ii) provide for resolution of each group or batch as a single arbitration with one set of filing and administrative fees and a single arbitrator assigned per group or batch.
- iii. In the event that Mass Arbitration is attempted or sought involving over 250 arbitration demands, we agree that the arbitration provider shall: (i) group the arbitration demands into batches of no less than 250 arbitration demands per group and (ii) provide for resolution of each group or batch as a single arbitration with one set of filing and administrative fees and a single arbitrator assigned per group or batch.

iv. All Mass Arbitration shall be subject to all other substantive and procedural terms contained within this Agreement.

v. We agree to cooperate in good faith with the arbitration provider to implement the aforementioned protocol for Mass Arbitration with regard to resolution, fees and administration.

vi. If any part of this paragraph (I) related to Mass Arbitration is found to be unenforceable, the unenforceable portion shall be stricken, and the remainder of this paragraph (I) and this Agreement shall be enforced to the maximum extent permitted by law.

vii. If the arbitration provider is unwilling or unable to follow the procedures set forth in this paragraph (I) with regard to Mass Arbitration, the parties may attempt to retain a different, mutually agreeable and widely-recognized arbitration organization that will agree to follow the procedures set forth in this paragraph (I). In the event that the parties are unable to retain or agree to such an alternative arbitration provider, the alternative dispute resolution provisions set forth in this Agreement shall not apply to those disputes within the Mass Arbitration.

J. Opting Out of Arbitration. You have the right to opt out of binding arbitration within 30 days of the date you first accepted this Agreement by emailing legal.notices@cotaland.com. To be effective, the opt-out notice must include your full name, mailing address and email address. The notice must also clearly indicate your intent to opt out of binding arbitration in order to be valid. By not opting out of binding arbitration, you are agreeing to resolve disputes in accordance with this Dispute Resolution section.

K. Rejection of Future Arbitration Changes. You may reject any change we make to this Dispute Resolution section (except address changes) by sending us notice of your rejection within 30 days of the change via email at legal.notices@cotaland.com. Changes to this Dispute Resolution section may only be rejected as a whole, and you may not reject only certain changes to this provision. If you reject changes made to this Dispute Resolution section, the most recent version of the provision that you have not rejected will continue to apply.

L. Severability. If any portion of this Dispute Resolution section is found to be unenforceable or unlawful for any reason, including but not limited to because it is found to be unconscionable, (i) the unenforceable or unlawful provision will be severed from this Agreement; (ii) severance of the unenforceable or unlawful provision will have no impact whatsoever on the remainder of this provision or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this provision; and (iii) to the extent that any claims must therefore proceed on a class, collective, consolidated or representative basis, such claims must be litigated in a civil court of competent jurisdiction, in accordance with this Agreement, and not in arbitration. The litigation of those claims will be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Dispute Resolution section is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this provision will be enforceable.

M. Delegation. All issues are for the arbitrator to decide including, but not limited to, (i) all issues regarding arbitrability, (ii) the scope and enforceability of this arbitration provision as well as the Agreement's other terms and conditions, (iii) whether you or COTALAND, through litigation conduct or otherwise, waived the right to arbitrate, (iv) whether all or any part of the arbitration provision or Agreement is unenforceable, void or voidable including, but not limited to, on grounds of unconscionability, (v) any dispute regarding the payment of arbitration-related fees, (vi) any dispute related to the Claimant Notice, Notice of Conference and/or Informal Dispute Resolution Conference, and (vii) any dispute related to Mass Arbitration (defined above).

Pursuant to this Agreement, the arbitrator has been delegated with, and possesses, exclusive authority to resolve all of the above-enumerated types of disputes. However, if putative class or representative claims are initially brought by either party in a court of law, and a motion to compel arbitration is brought by any party, the court shall have the power to decide whether this agreement permits class or representative proceedings.

THESE TERMS OF USE MAY CHANGE

These Terms of Use are current as of the effective date set forth above. COTALAND reserves the right to change these Terms of Use at any time, without notice to you. These changes will be effective as of the date we post the revised version on this Site. Your continued use of this Platform after we have posted the revised Terms of Use constitutes your agreement to be bound by the revised Terms of Use. If at any time you choose not to accept these Terms of Use, you should not use the Platform.

NOTICE TO CALIFORNIA CONSUMERS

Under California Civil Code Section 1789.3, California users of the Platform are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

ENTIRE AGREEMENT

These Terms of Use (together with our [Privacy Policy](#) and any privacy notices or Special Terms applicable to you) contain the entire understanding and agreement between you and COTALAND with respect to the Platform and supersede all previous communications, negotiations and agreements, whether oral, written or electronic, between you and COTALAND with respect to the Platform and your use of the Platform.

DEFINITIONS

The term "Content" refers to all of the software and code comprising or used to operate the Platform including but not limited to design, structure, "look and feel" and arrangement of the content available on the Platform, and all of the text, photographs, images, illustrations, graphics, sound recordings, video and audio-video clips and other materials available on the Platform, including User-Generated Content and Feedback.

The term "Feedback" refers to the Content you post on or through the Platform that is specifically about how we can improve the Platform and the products and services we make available through the Platform.

The term "including" means "including, but not limited to."

The term "User-Generated Content" or "UGC" means all of the text, photographs, images, illustrations, graphics, sounds, video and audio-video clips and other content you post using the social networking tools we make available to you and that does not constitute "Feedback."

QUESTIONS

If you have any questions about the Platform or these Terms of Use, please contact us using the following information:

COTALAND / COTA Yellow Brick Road LLC

9201 Circuit of the Americas Blvd.

Austin, TX 78617

Email: info@cotaland.com

Phone: (512) 301-6600

Website: <https://cotaland.com/>