

# EU

## **GAIM'S GENERAL CONDITIONS OF SALE TO CONSUMERS IN EUROPE, VALID FROM 2022-11-29**

### 1. Preamble

These general conditions of sale ("**General Conditions**") shall apply when private individuals (*i.e.* consumers) (the "**Customer**") order products (the "**Products**") from GAIM Immersive Technology Group AB ("**GAIM**") at the website(s) currently located at [www.gaim.com](http://www.gaim.com) (together with any subsequent website(s)), (the "**Website**"), for private use only. Please note that the use of any of GAIM's software applications is subject to GAIM's End User License Agreement and not these General Conditions.

These General Conditions does not affect any rights that the Customer has under applicable consumer legislation. In the event of a conflict between these General Conditions and applicable consumer legislation, the latter shall prevail.

By placing an order for Products on the Website, the Customer agrees to these General Conditions. If GAIM accepts the Customer's order, a legally binding agreement, including these General Conditions, is made between the Customer and GAIM.

The Customer should read these General Conditions carefully prior to submitting an order for Products on the Website. GAIM reserves the right to amend the General Conditions without prior notice to the Customer by updating the General Conditions on the Website. The Customer's purchase of Products is subject to the General Conditions available at the Website at the time of the Customer's order.

The Customer must be over the age of eighteen (18) to be able to place an order on the Website.

### 2. Personal Data

GAIM Immersive Technology Group AB, Reg. No. 559183-9047 is liable for personal data and will process the Customer's personal data, such as the Customer's name and email address, in accordance with current legislation (Data Protection Regulation 2016/679 – GDPR and national laws) in all contacts with GAIM.

Please be referred to our website <https://www.gaim.com/privacy-policy/> for GAIM's privacy policy governing its processing of the Customer's personal data.

### 3. Orders

An order made by the Customer is an inquiry to GAIM for the purchase of Products. The information on the Website shall therefore not be considered as an offer or a binding agreement, and GAIM is not bound by the order until an order confirmation has been received by the Customer.

An order is placed when the Customer presses "Proceed to payment". Upon the Customer placing an order, GAIM will send the Customer an order confirmation as soon as possible. Upon the Customer's receipt of the order confirmation, an agreement between the Customer and GAIM has been entered into.

The Customer should always verify that the order confirmation matches the order. Should the order confirmation be incorrect or should the Customer have any queries, please contact GAIM directly by emailing [helpdesk@gaim.com](mailto:helpdesk@gaim.com).

Please note that fulfilment of all orders on the Website is subject to availability of the Products. GAIM reserves the right not to accept the Customer's order. GAIM also reserves the right to cancel whole or parts of an accepted order by notifying the Customer, without being liable for any damages or costs, other than refund of the amount received from the Customer for the cancelled order, in any of the following cases:

- the Product is not available or not in stock;
- the Customer's billing information is incorrect or not verifiable;
- the Customer is under 18 years old;
- the Customer has made an order as a reseller;
- the price displayed on the Website is manifestly incorrect;
- GAIM cannot deliver to the address provided by the Customer; or
- due to circumstances beyond GAIM's control (see section 11).

#### 4. Drawings and Technical Information

To the extent drawings or technical information is provided to the Customer, the Customer may only use it for the express written purpose for which it was provided. It may not be copied, reproduced or communicated without the written consent of GAIM.

#### 5. Prices, Payment and Product Information

The prices for the Products shown on the Website are inclusive of statutory value added tax ("VAT") for EU customers. It is not inclusive of statutory value added tax ("VAT") for customers outside of EU. In addition, GAIM will charge shipping costs, which are displayed separately on the Website.

All payments to GAIM shall be made through the payment options on the Website.

All payments to GAIM shall be made in the currency specified on the order.

The product images on the Website do not constitute a binding undertaking of the Product's exact design. GAIM reserves the right to correct any errors in the product information and reserves the right to change product information and prices without prior notice.

#### 6. Retention of title and copyright

To the extent permitted by mandatory legislation, the Products (including any patterns, drawings and other technical information) shall remain the property of GAIM and GAIM reserves the right of ownership of all the Products until the Products have been fully paid by the Customer. The Customer shall carry all risk for such Products after delivery by GAIM.

Until fully paid by the Customer, the Customer shall not in any way mount or assemble, resell or in any similar way dispose of the Products.

Further, the content of the Website, including, but not limited to, stills, moving pictures, sounds and text and layout, is copyrighted and belongs to GAIM. The information on the Website must not, besides for purely private purposes or where it is expressly permitted, be copied, reproduced, altered, transferred or stored in any form whatsoever. Modifying the content of the Website is prohibited.

Logos on the Website belong to GAIM. It is not permitted to use GAIM's trademarks or logos, in paper form, digitally or in any other medium.

#### 7. Delivery

The Products will be delivered to the address stated in the order confirmation or to a nearby service point where the Customer is to collect the parcel. The products ship within 2 working days with 2-3 working days delivery time. Please note that the delivery time is only an estimate and not binding. GAIM reserves the right to notify the Customer, without being liable for any damages or costs, other than refund of the amount received from the Customer for the order if cancelled, if GAIM is unable to deliver the Product within the estimated delivery time.

#### 8. Right of withdrawal

According to applicable consumer legislation, the Customer is entitled to cancel its purchase without stating any reason within fourteen (14) calendar days from receipt of the Product. In such case, the Customer shall return the Product within fourteen (14) calendar days from the date that the Customer exercised its right of withdrawal.

The Customer is entitled to open the package and examine the Product to the extent that is required for the Customer to be able to assess whether the Customer is satisfied with the Product. If the Product has been handled to a greater extent than was necessary (to determine its qualities and function) and is not in a substantially unchanged condition, GAIM reserves the right to make deductions for depreciation from the amount to be repaid. All accessories must be included with the return. If the Customer cancels the purchase, GAIM will refund the amount that the Customer has paid, excluding fees for payment methods and delivery costs, within fourteen (14) calendar days from the date of approval of the return or the presentation of a delivery receipt. Please note that the Customer is responsible for the cost and risk of the return.

In order to exercise its right of withdrawal, the Customer is free to fill in [GAIM's return form](#). The Customer can also use the return template provided by the Swedish consumer agency which can be found at the following link:

<https://publikationer.konsumentverket.se/kontrakt-och-mallar/angerblankett>.

The Products should be returned to:  
GAIM Immersive Technology Group AB  
C/o Postpack  
Maskingatan 6  
274 30 Skurup  
Sweden

#### 9. The Customer's right of complaint

As a consumer, the Customer has a statutory right of complaint of three (3) years from the time of purchase. The statutory right of complaint with respect to digital content is three (3) years or longer if the provision of such digital content exceeds three (3) years. Once an order has been received, please check that the content of the delivery is correct and that the Products are free from visual defects. In the event of a defect in the Product, incorrect delivery or transport damage, the Customer is obligated to contact GAIM without undue delay after the defect was discovered.

Complaints of a Product can be made via [helpdesk@gaim.com](mailto:helpdesk@gaim.com). The order number and the reason for the complaint should always be included in the complaint.

When GAIM has received the Product and verified that the Product is defective, GAIM will perform rectification as further described in Section 10. If, on the other hand, the complaint is not approved, the Product will be returned to the Customer. The Customer bears the cost of the return when a Product is returned to GAIM. However, if complaint is approved, GAIM will refund the return cost to the Customer. The assessment of a complaint can take up to fourteen (14) calendar days.

#### 10. Warranty

This warranty does not affect any rights that the Customer has under the laws in the Customer's jurisdiction concerning the sale of consumer goods (including, without limitation, national laws implementing EU Directive (EU) 2019/770 and (EU) 2019/771).

GAIM warrants that the Products sold hereunder are free from defects in material and workmanship for a period of two (2) years from the date of purchase by the original purchaser.

GAIM does not make any warranty that the use of any digital content provided with the Products will be uninterrupted or error-free at all times or that such digital content will conform to your requirements.

Unless otherwise follows from mandatory legislation, this warranty shall not apply to (a) Products which have been misused, tampered with, disassembled, incorrectly installed, improperly maintained, operated in excess of specifications, or modified or repaired by someone else than GAIM, (b) defects resulting from normal wear and tear, and (c) Products that have been resold by the original end-user.

GAIM does not make any warranty other than as expressly stated herein and, except as provided for under mandatory consumer legislation and/or product liability legislation, the Customer remains at all times solely responsible for the suitability of the Products for the intended purpose or use.

If the Customer makes a claim based on this warranty, GAIM will:

- repair any defective Product; or
- replace any defective Product with a non-defective Product or a similar Product of comparable value.

GAIM has the right to choose between reparation and replacement if one of the measures is not possible or it would impose disproportionate costs on GAIM.

In case of a material defect, the Customer is entitled to a price reduction or a refund of the purchase price for the Product, instead of reparation or replacement.

#### 11. Force Majeure

In case of an event of force majeure, such as labour disputes, fire, war, mobilisation or corresponding unforeseen military requirement, requisition, confiscation, currency restrictions, rebellions and riots, pandemics, epidemics, lack of means of transport, general lack of goods, restrictions of fuel as well as any defects or delays in deliveries from subcontractors and any other circumstances beyond GAIM's control, GAIM may not be able to fulfil its obligations according to these General Conditions during the time of the force majeure event.

If an event beyond GAIM's control occurs that affects GAIM's ability to fulfil its obligations under the General Conditions, GAIM will contact the Customer as soon as possible and the time for GAIM's fulfilment of its obligations under the General Conditions will be extended for the duration of the event beyond GAIM's control. The Customer has the right to cancel its order if an event beyond GAIM's control occurs and which prevents GAIM's delivery of an item to the Customer.

#### 12. Limitation of liability

GAIM will not be responsible for any loss or damage which is not GAIM's fault or which is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract of sale was made, both GAIM and the Customer knew it might happen.

GAIM only provides the Product for domestic and private use. If you use the Product for any commercial or business purpose, GAIM will not be responsible for business losses including, for example, loss of profits, loss of business, business interruption or loss of business opportunity.

Nothing in these General Conditions will limit or exclude GAIM's liability for (a) death or personal injury for which GAIM is liable pursuant to mandatory product liability legislation, (b) fraud or fraudulent misrepresentation, (c) any breach of your legal rights in relation to the Product (including under applicable consumer protection legislation) or (d) for any other liability which cannot be limited or excluded under applicable law.

#### 13. Disputes

As a consumer, the Customer is always entitled to turn directly to GAIM for assistance with complaints, right of withdrawal and other assistance in connection with your purchase or order. For more information about your right as a consumer, please refer to [www.konsumentverket.se](http://www.konsumentverket.se).

GAIM participates in any alternative dispute proceedings and complies with the recommendations from ARN (*Allmänna reklamationsnämnden*), [www.arn.se](http://www.arn.se).

Postal address:

Allmänna reklamationsnämnden  
Box 174  
101 23 Stockholm

Please refer to the website of the EU Commission concerning alternative dispute resolution relating to consumers' online purchases <http://ec.europa.eu/odr>.

These General Conditions and all orders issued hereunder relating to the sale and supply by GAIM of the Products shall be governed by the laws of Sweden without regard to its principles of conflict of laws.

#### 14. Business information

GAIM Immersive Technology Group AB  
Jägershillsgatan 26  
213 75 Malmö  
Sweden  
Registration Number: 559183-9047  
Telephone: +46 40 685 37 00  
Email: [info@gaim.com](mailto:info@gaim.com)

# USA

## GAIM'S GENERAL CONDITIONS OF USE AND SALE TO CONSUMERS IN THE USA, VALID FROM 2023-02-15

### 15. Preamble

These general conditions of use and sale (“**General Conditions**”) shall apply when private individuals (*i.e.* consumers) (the “**Customer**”) visit, browse, or order products (the “**Products**”) from GAIM Immersive Technology Group AB (“**GAIM**”) at the website(s) currently located at [www.gaim.com](http://www.gaim.com) (including all subdomains and subparts, as well as our social media accounts on Facebook, Instagram, YouTube, and other platforms and applications for mobile, tablet, and other smart devices and application programs, together with any subsequent website(s)), (the “**Website**”), for private use only. Please note that the use of any of GAIM’s software applications is subject to GAIM’s End User License Agreement and not these General Conditions.

By placing an order for Products on the Website, the Customer agrees to these General Conditions. If GAIM accepts the Customer’s order, a legally binding agreement, including these General Conditions, is made between the Customer and GAIM.

**The Customer should read these General Conditions carefully, AS THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS, INCLUDING AN OBLIGATION TO ARBITRATE DISPUTES AND A WAIVER OF A RIGHT TO SUE GAIM IN COURT, AS DESCRIBED FULLY IN SECTION 15. THESE GENERAL CONDITIONS SET FORTH LEGALLY BINDING TERMS AND CONDITIONS FOR USE OF THE WEBSITE. IF YOU DO NOT AGREE TO THESE GENERAL CONDITIONS, PLEASE DO NOT USE THE WEBSITE.** GAIM reserves the right to amend the General Conditions at any time. Such changes will be effective immediately upon being posted on the Website. Each time you use the Website, you should review the current General Conditions. You can determine when these General Conditions were last revised by referring to the "VALID FROM" legend at the top. Your continued use of the Website will constitute your acceptance of the then-current General Conditions; however, any material change after your last usage of the Website will not be applied retroactively. Except for such material changes, the General Conditions that were in effect at the time any claim or dispute arose between you and GAIM will be applied .

The Customer must be over the age of eighteen (18) to be able to place an order on the Website.

### 16. Personal Data

GAIM Immersive Technology Group AB, Reg. No. 559183-9047 is liable for personal data and will process the Customer’s personal data, such as the Customer’s name and email address, in accordance with applicable law and

GAIM’s privacy policy, available at <https://www.gaim.com/privacy-policy/>.

### 17. Orders

An order made by the Customer is an inquiry to GAIM for the purchase of Products. The information on the Website shall therefore not be considered as an offer or a binding agreement, and GAIM is not bound by the order until an order confirmation has been received by the Customer.

An order is placed when the Customer presses “Proceed to payment.” Upon the Customer placing an order, GAIM will send the Customer an order confirmation as soon as possible. Upon the Customer’s receipt of the order confirmation, an agreement between the Customer and GAIM has been entered into.

The Customer should always verify that the order confirmation matches the order. Should the order confirmation be incorrect or should the Customer have any queries, please contact GAIM directly by emailing [gaiminc@gaim.com](mailto:gaiminc@gaim.com).

Please note that fulfilment of all orders on the Website is subject to availability of the Products. GAIM reserves the right not to accept the Customer’s order. GAIM also reserves the right to cancel an accepted order, or parts of it, by notifying the Customer, without being liable for any damages or costs, other than refund of the amount received from the Customer for the cancelled order, in any of the following cases:

- the Product is not available or not in stock;
- the Customer’s billing information is incorrect or not verifiable;
- the Customer is under 18 years old;
- the Customer has made an order as an unauthorized reseller;
- the price displayed on the Website is manifestly incorrect;
- GAIM cannot deliver to the address provided by the Customer; or
- due to circumstances beyond GAIM’s control (see section 11).

### 18. Drawings and Technical Information

To the extent drawings or technical information is provided to the Customer, the Customer may only use it for the express written purpose for which it was provided. It may not be copied, reproduced or communicated without the written consent of GAIM.

### 19. Prices, Payment and Product Information

The prices for the Products are the prices shown on the Website. In addition, GAIM will charge applicable sales tax and shipping costs, which are displayed separately on the Website.

All payments to GAIM shall be made through the payment options on the Website.

All payments to GAIM shall be made in the currency specified on the order.

The product images on the Website do not constitute a binding undertaking of the Product's exact design. GAIM reserves the right to correct any errors in the product information and reserves the right to change product information and prices without prior notice.

## 20. Retention of title and copyright

To the extent permitted by mandatory legislation, the Products (including any patterns, drawings and other technical information) shall remain the property of GAIM and GAIM reserves the right of ownership of all the Products until the Products have been fully paid by the Customer. The Customer shall carry all risk for such Products after delivery by GAIM.

Until fully paid by the Customer, the Customer shall not in any way mount or assemble, resell or in any similar way dispose of the Products.

Further, the content of the Website, including, but not limited to, stills, moving pictures, sounds and text and layout, is copyrighted and belongs to GAIM. The information on the Website must not, besides for purely private purposes or where it is expressly permitted, be copied, reproduced, altered, transferred or stored in any form whatsoever. Modifying the content of the Website is prohibited.

Logos on the Website belong to GAIM. It is not permitted to use GAIM's trademarks or logos, in paper form, digitally or in any other medium.

## 21. Delivery

The Products will be delivered to the address stated in the order confirmation or to a nearby service point where the Customer is to collect the parcel. The products ship within 2 working days with 2-3 working days delivery time. Please note that the delivery time is only an estimate and not binding. GAIM reserves the right to notify the Customer, without being liable for any damages or costs, other than refund of the amount received from the Customer for the order if cancelled, if GAIM is unable to deliver the Product within the estimated delivery time.

## 22. Return Policy

The Customer may cancel its purchase for any reason within thirty (30) calendar days from the date of the order confirmation. In such case, the Customer shall return the Product within fourteen (14) calendar days from the date of initiating a return.

If the Customer cancels the purchase, GAIM will refund the amount that the Customer has paid, excluding fees

for payment methods, return handling and delivery costs, within fourteen (14) calendar days from the date of approval of the return or the presentation of a delivery receipt. Please note that the Customer is responsible for the cost and risk of the return. The Customer is entitled to open the package and examine the Product to the extent that is required for the Customer to be able to assess whether the Customer is satisfied with the Product. If the Product has been handled to a greater extent than was necessary (to determine its qualities and function) and is not in a substantially unchanged condition, GAIM reserves the right to make deductions for depreciation from the amount to be repaid. All accessories must be included with the return.

To make a return, please complete [GAIM's return form](#).

The Products should be returned to:  
GAIM Immersive Technology Group AB  
C/o BoxInBoxOut, LLC  
7019 Wolfstown-Hood Rd.  
Madison, VA 22727

We recommend returns by UPS, Fed Ex, or insured Parcel Post for your protection and to ensure prompt delivery.

## 23. Limited Warranty

Once an order has been received, please check that the content of the delivery is correct and that the Products are free from visual defects. In the event of a defect in the Product, incorrect delivery or transport damage, please contact GAIM without undue delay after the defect was discovered.

Complaints of a Product can be made via [gaiminc@gaim.com](mailto:gaiminc@gaim.com). The order number and the reason for the complaint should always be included in the complaint.

When GAIM has received the Product and verified that the Product is defective, GAIM will perform rectification as further described in Section 10. If, on the other hand, the complaint is not approved, the Product will be returned to the Customer. The Customer bears the cost of the return when a Product is returned to GAIM. However, if complaint is approved, GAIM will refund the return cost to the Customer. The assessment of a complaint can take up to fourteen (14) calendar days.

## 24. Warranty

This warranty does not affect any rights that the Customer has under the laws in the Customer's jurisdiction concerning the sale of consumer goods.

GAIM warrants that the Products sold hereunder are free from defects in material and workmanship for a period of one (1) year from the date of purchase by the original purchaser.

GAIM does not make any warranty that the use of any digital content provided with the Products will be uninterrupted or error-free at all times or that such digital content will conform to your requirements.

This warranty shall not apply to (a) Products which have been misused, tampered with, disassembled, incorrectly installed, improperly maintained, operated in excess of

specifications, or modified or repaired by someone else than GAIM, (b) defects resulting from normal wear and tear, and (c) Products that have been resold by the original end-user.

GAIM does not make any warranty other than as expressly stated herein and, except as provided for under mandatory consumer legislation and/or product liability legislation, the Customer remains at all times solely responsible for the suitability of the Products for the intended purpose or use.

If the Customer makes a claim based on this warranty, GAIM will:

- repair any defective Product; or
- replace any defective Product with a non-defective Product or a similar Product of comparable value.

GAIM has the right to choose between reparation and replacement if one of the measures is not possible or it would impose disproportionate costs on GAIM.

In case of a material defect, the Customer is entitled to a price reduction or a refund of the purchase price for the Product, instead of reparation or replacement.

#### 25. Force Majeure

In case of an event of force majeure, such as labour disputes, fire, war, mobilisation or corresponding unforeseen military requirement, requisition, confiscation, currency restrictions, rebellions and riots, pandemics, epidemics, lack of means of transport, general lack of goods, restrictions of fuel as well as any defects or delays in deliveries from subcontractors and any other circumstances beyond GAIM's control, GAIM may not be able to fulfil its obligations according to these General Conditions during the time of the force majeure event.

If an event beyond GAIM's control occurs that affects GAIM's ability to fulfil its obligations under the General Conditions, GAIM will contact the Customer as soon as possible and the time for GAIM's fulfilment of its obligations under the General Conditions will be extended for the duration of the event beyond GAIM's control. The Customer has the right to cancel its order if an event beyond GAIM's control occurs and which prevents GAIM's delivery of an item to the Customer.

#### 26. Limitation of liability

TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT NEITHER GAIM, OUR AFFILIATES, OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PRODUCTS OR CONTENT ON THE WEBSITE WILL BE LIABLE FOR ANY CLAIMS, LOSSES, OR DAMAGES (INCLUDING, WITHOUT LIMITATION, COMPENSATORY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES), HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY ARISING IN CONNECTION WITH: (I) THE WEBSITE; (II) THE USE OR INABILITY TO USE THE WEBSITE; (III) THE USE OF OR RELIANCE ON ANY CONTENT OR INFORMATION DISPLAYED IN OR ON THE SITE; (IV) THE PURCHASE OR USE OF ANY SERVICES OR PRODUCTS THROUGH THE WEBSITE OR OTHERWISE; (V) UNAUTHORIZED ACCESS TO OR ALTERATION OR LOSS OF YOUR TRANSMISSIONS OF DATA OR OTHER

INFORMATION THAT IS SENT TO OR RECEIVED BY THE SITE; (VI) ERRORS, SYSTEM DOWN TIME, NETWORK OR SYSTEM OUTAGES, FILE CORRUPTION, OR SERVICE INTERRUPTIONS; OR (VII) OTHERWISE UNDER THESE GENERAL CONDITIONS, WHETHER OR NOT REASONABLY FORESEEABLE, EVEN IF WE OR OUR REPRESENTATIVES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS, OR LOSSES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE NEGATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND GAIM. ACCESS TO THE WEBSITE WOULD NOT BE PROVIDED TO YOU WITHOUT SUCH LIMITATIONS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE OF ACTION OR CLAIM WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU IN THE LAST TWELVE (12) MONTHS TO GAIM FOR ANY SERVICES OR PRODUCTS SUPPLIED BY US THROUGH YOUR USE OF THE WEBSITE OR OTHERWISE.

GAIM WILL NOT BE LIABLE IN ANY AMOUNT FOR FAILURE TO PERFORM ANY OBLIGATION UNDER THESE GENERAL CONDITIONS IF SUCH FAILURE IS CAUSED BY THE OCCURRENCE OF ANY FORCE MAJEURE AS DESCRIBED IN SECTION 11.

The terms of this section survive any termination of these General Conditions.

#### 27. Governing Law

These General Conditions and any action or proceeding relating thereto will be governed by the laws of Virginia. If any provision or part-provision of these General Conditions is declared invalid, unlawful, void, or for any reason unenforceable, it will be deemed severable and will not affect the validity and enforceability of the remaining provisions of these General Conditions, which will be enforced to the maximum extent permissible.

#### 28. Termination

Notwithstanding anything to the contrary in these General Conditions, GAIM may, without notice and in our sole discretion, for any reason or no reason, terminate your ability to use the Website and to block and prevent future access to and use of the Website. You agree that we will not be liable for any termination of your use of or access to the Website.

#### 29. Disputes

#### **AGREEMENT TO ARBITRATE AND WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS**

**GAIM AND CUSTOMER EACH AGREE THAT ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO OUR SERVICES, PRODUCTS, THESE GENERAL CONDITIONS, OUR PRIVACY POLICY, OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION, OR VALIDITY THEREOF OR THE USE OF THE SERVICES OR CONTENT AVAILABLE ON OR THROUGH THE WEBSITE (COLLECTIVELY, "DISPUTES") WILL BE SETTLED BY CONFIDENTIAL BINDING**

**ARBITRATION, EXCEPT THAT** each party retains the right to: (i) bring an individual action in small claims court; and (ii) seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademark, trade secrets, patents, or other intellectual property rights (the action described in the foregoing clause (ii) an "IP Protection Action"). The exclusive jurisdiction and venue of any IP Protection Action will be the state and federal courts located in Alexandria, Virginia and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

**You acknowledge and agree that both you and GAIM are waiving the right to a trial by jury or to participate as a plaintiff or class representative or class member in any purported class action or representative proceeding.** Further, unless we both otherwise agree in writing, an arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive termination of these General Conditions.

We both agree that these General Conditions should be interpreted and enforced under the Federal Arbitration Act (9 U.S.C. §§ 1, *et seq.*) because they memorialize a transaction in interstate commerce. This section will survive termination of these General Conditions.

#### **ARBITRATION RULES**

The arbitration will be administered and governed by the Comprehensive or Expedited Arbitration Procedures of Judicial Arbitration and Mediation Services (JAMS), whichever is appropriate and in effect at the time the arbitration is initiated (the "JAMS Procedures"), which are available at <http://www.jamsadr.com> or by calling 1-800-352-5267.

The parties expressly agree that JAMS may not administer any multiple claimant or class arbitration, as the parties agree that the arbitration will be limited to the resolution of individual claims only.

#### **DISPUTE NOTICE AND ARBITRATION PROCESS**

Prior to initiating an arbitration proceeding, you must first send GAIM a written statement setting forth your name, address, and telephone number, the facts giving rise to the dispute, and the relief requested ("Dispute Statement"). The Dispute Statement to GAIM must be emailed to [gaiminc@gaim.com](mailto:gaiminc@gaim.com). If we are unable to resolve your claim within thirty (30) days, then either party that desires to initiate an arbitration must provide the other party with a written Demand for Arbitration as specified in the JAMS Procedures.

An arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve all Disputes relating to GAIM's services and products, as well as all Disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these General Conditions, including, but not limited to, the arbitrability of any claim, as well as any claim that all or any part of these General Conditions is void or

voidable. Notwithstanding this broad delegation of authority to the JAMS arbitrator, a court may determine the limited question of whether a claim or cause of action is an IP Protection Action.

#### **ARBITRATION LOCATION AND PROCEDURE**

Unless the parties otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then: (i) the arbitration will be conducted solely on the basis of documents the parties submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary; and (ii) if there is a hearing, you may choose whether to participate in person or by telephone. If your claim exceeds \$10,000, your right to a hearing will be determined by the JAMS Procedures. Subject to the JAMS Procedures, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of arbitration.

#### **ARBITRATOR'S DECISION**

The arbitrator's decision will include the essential findings and conclusions of law upon which the arbitrator based the award. Judgment on the arbitration may be entered in any court having competent jurisdiction thereof. The arbitrator's award of damages must be consistent with the terms of the "Disclaimer of Warranties," and "Limitations of Liability" sections above as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory and injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. GAIM will not seek, and hereby waives all rights it may have under applicable law to recover, attorneys' fees and expenses if it prevails in arbitration.

#### **FEES**

GAIM will pay or (if applicable) reimburse you for all JAMS filing, administration, and arbitration fees for any arbitration commenced by you or GAIM pursuant to the terms of this section.

#### **TIME LIMIT FOR RESOLVING DISPUTES**

The parties agree that any cause of action either may have with respect to the Website or our services, products, and Content must be commenced within one (1) year after the Dispute arises, notwithstanding any statutes of limitations to the contrary. Many states' laws set statutes of limitations that are longer than one (1) year. If you live in a state that has statutes of limitations that are longer than one (1) year, by agreeing to these General Conditions, you are agreeing to shorten the time you have to bring a claim. **This means that if you wait longer than one (1) year to initiate arbitration under this section, you will lose some or all rights you may have to any recovery, including the right to recover damages, in connection with a Dispute.**

The terms of this Dispute Resolution section survive any termination of these General Conditions.



## **RIGHT TO OPT-OUT OR REJECT FUTURE CHANGES TO DISPUTE RESOLUTION SECTION**

You may elect to opt-out (exclude yourself) from the final, binding, individual arbitration procedure or waiver of class and representative proceedings specified in this section by sending a written letter to GAIM, at [gaiminc@gaim.com](mailto:gaiminc@gaim.com), within thirty (30) days of your first visit to and use of the Website that specifies your: (i) name; (ii) mailing address; and (iii) request to be excluded from the final, binding, individual arbitration procedure or waiver of class and representative proceedings specified in this section. In the event you opt-out consistent with the procedure set forth above, all other terms and conditions of these General Conditions will continue to apply. If you do not so opt-out, then the terms of this "Dispute Resolution" section will apply.

If GAIM changes this "Dispute Resolution" section after the date you first accepted these General Conditions (or accepted subsequent changes to the General Conditions), you may reject any such change by sending GAIM written notice (including by email to [gaiminc@gaim.com](mailto:gaiminc@gaim.com)) within thirty (30) days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of our email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and GAIM in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted these General Conditions (or accepted any subsequent changes to these General Conditions).

### 30. Business information

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VA, 20109  
US Registration Number: 38-4239527  
Email: [gaiminc@gaim.com](mailto:gaiminc@gaim.com)