

Nocatee
Website Terms of Use

Last updated: October 14, 2020

Welcome to our website! SONOC Company, LLC (“we,” “us,” or “our”) are pleased to provide you with access to our “Website,” which means, collectively, the www.nocatee.com domain and webpages, including any content or functionality offered on or through the www.nocatee.com domain and webpages, and any emails, newsletters or other mediums, or portions of such mediums, through which you have accessed these Terms of Use (these “Terms”). These Terms govern your access and use of our Website.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING AND USING OUR WEBSITE. BY ACCESSING AND USING OUR WEBSITE, OR BY CLICKING TO ACCEPT OR AGREE TO THESE TERMS WHEN THIS OPTION IS MADE AVAILABLE TO YOU, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS, INCLUDING OUR PRIVACY POLICY. IF YOU DO NOT AGREE WITH THESE TERMS, OR ANY PORTION OF THESE TERMS (INCLUDING ANY PORTION OF OUR PRIVACY POLICY), YOU MUST NOT ACCESS OR USE OUR WEBSITE.

PLEASE BE ADVISED THAT THESE TERMS CONTAIN AN AGREEMENT TO ARBITRATE ALL CLAIMS, AND DISCLAIMERS OF OUR WARRANTIES AND OUR LIABILITY. THESE TERMS ALSO ALLOW YOU TO PURSUE CLAIMS AGAINST US ONLY ON AN INDIVIDUAL BASIS, AND NOT AS PART OF ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. AS A RESULT, YOU MAY SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE AND DECLARATORY RELIEF) ONLY ON AN INDIVIDUAL BASIS.

WE MAY IMMEDIATELY TERMINATE YOUR ACCESS TO OUR WEBSITE IF YOU FAIL TO COMPLY WITH ANY PROVISION OF THESE TERMS.

DISCLAIMER: As further described in Section 9 below, information and materials posted on our Website are provided for informational purposes only and are provided on an “AS IS” basis without warranties of any kind, express or implied. The content of our Website may be modified periodically without notice. Information and materials on our Website may not be accurate or complete and, due to changing circumstances or other causes, may change or ultimately prove to be inaccurate or incomplete. Any reliance you place on such information or materials is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such information or materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

These Terms may change from time to time. Your continued use of our Website after we make changes is deemed to be acceptance of those changes, so please check this policy periodically for updates.

1. Your Compliance with These Terms

You acknowledge that these Terms are supported by reasonable and valuable consideration, which you have received, and which is adequate. Such consideration includes your ability to access, use or interact with our Website.

You represent and warrant that you have the capacity to be bound by these Terms, or if you are acting on behalf of a company or other entity, that you have the authority to bind, such company or entity. We may, at our sole discretion and at any time monitor your compliance with these Terms. Without limiting the foregoing, we have the right to:

- Take appropriate legal action, including referral to law enforcement for any illegal or unauthorized use of our Website.
- Terminate or suspend your access to all or part of our Website for any or no reason, including any violation of these Terms.
- Fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose your identity or other information.

YOU WAIVE AND HOLD US (AND OUR LICENSEES AND SERVICE PROVIDERS) HARMLESS FROM ANY CLAIMS RESULTING FROM ANY OF THE FOREGOING ACTIONS TAKEN BY US DURING OR AS A RESULT OF OUR

INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY US OR BY LAW ENFORCEMENT AUTHORITIES.

2. Our Website Is Not Intended for Minors

Our Website is intended to be accessed and used only by adults and are not directed to minors. As stated in our [Privacy Policy](#), we do not knowingly collect personally identifiable information of minors on or through our Website, including with respect to anyone under the age of 13, and you should not provide us with any such information. If you are below the age of 18, you may access and use our Website only under the supervision of a parent or legal guardian who agrees to be bound by these Terms.

3. Your Access and Use of Our Website

Your Access of Our Website. We reserve the right to withdraw or amend this Website, and any Content (as defined below) that we make available on the Website, including our event calendar or blog, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, the entire Website, or to certain features or functionalities, to users.

Submission of Your Content. To access the Website or some of the resources it offers, you may be asked to provide certain information or content, including Your Information (as defined in our [Privacy Policy](#)) and details as to the nature of your request for us to contact you. You may also submit certain comments in response to one or more of our blog postings. It is a condition of your use of the Website that all the information you provide on or via the Website is correct, current, and complete. You understand that our collection, use and disclosure of all such information is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our [Privacy Policy](#).

You alone are responsible for any information or content that you submit to us, and once used by us in accordance with our [Privacy Policy](#), it cannot always be withdrawn. You assume all risks associated with such information or content, including anyone's reliance on its quality, accuracy, or reliability, or any disclosure by you of information in such information or content that makes you personally identifiable. By submitting such information or content on or through our Website, you represent and warrant that you own, or have the necessary permissions to use and authorize the use of such information or content as described in these Terms and our [Privacy Policy](#) and that such information or content will comply with these Terms.

You acknowledge that any information or content that you submit to us may expose you to liability. For example, but not by way of limitation, you may be exposed to liability if such information or content contains material that is false, intentionally misleading, or defamatory; violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; contains material that is unlawful, including illegal hate speech or pornography; exploits or otherwise harms minors; or violates or advocates the violation of any law or regulation.

You Must Maintain the Confidentiality and Security of Access Credentials. We or our third-party service providers may provide you with access credentials or other information necessary for you to access the Website or portions thereof ("[Access Credentials](#)"). You must treat any Access Credentials as strictly confidential, and it is your sole responsibility to maintain the security of any Access Credentials. We have the right to disable any Access Credentials at any time in our or their sole discretion for any or no reason, including if, in our sole opinion, you have violated any provision of these Terms.

Permitted Use. You may use our Website and the Content made available on our Website only as permitted by us, only for lawful purposes and only in accordance with these Terms. You may use our Website and such Content only in good faith for yourself or others on whose behalf you are authorized to act. You may not access or use our Website,

and such Content for any other purposes. Without limiting the generality of the foregoing, you may not and may not assist, encourage, support or enable others to:

- Use our Website or Content in any way that violates any applicable federal, state, local or international law or regulation, or the rights of a third party;
- Through the use of our Website or Content, unlawfully defame, abuse, harass, offend, threaten or harm anyone or any entity;
- Engage in any conduct that restricts or inhibits, or prevents access, use or enjoyment of our Website or Content (or any part thereof), or which, as determined by us, may harm us or users of our Website, Content, or products or expose them to liability;
- Use our Website or Content to impersonate or attempt to impersonate us, our employees or other representatives, another user of our Website or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing);
- Use our Website, or our Content in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of our Website or Content, including their ability to engage in real time activities through our Website;
- Use any robot, spider or other automatic device, process or means to access our Website for any purpose, including monitoring or copying any of the material on our Website;
- Manually or otherwise reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit our Website or any of the material on our Website, except that you may download and print one copy of certain materials made available on our Website, and a reasonable number of pages of the Website, in each case, for your own, personal use and not for further reproduction, publication or distribution or modification;
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from our Website;
- Use any illustrations, photographs, video or audio sequences or any graphics available on our Website separately from the Website;
- Use any device, software or routine that interferes with the proper working of our Website (or any part thereof);
- Introduce any viruses, trojan horses, worms, logic bombs or other malicious or technologically harmful material to, on or through our Website (or any part thereof);
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of our Website, Content, or any servers, computers or databases on which our Website is stored;
- Attack our Website via a denial-of-service attack or a distributed denial-of-service attack;
- Otherwise attempt to interfere with the proper working of our Website or Content (or any part thereof); or
- Violate these Terms or our [Privacy Policy](#).

Your right to access and use our Website is personal to you and is not transferable by you to any other person or entity. You are solely responsible for making all arrangements necessary for you to access our Website. Additionally, you are solely responsible for ensuring that all persons who access our Website through your internet connection are aware of these Terms and comply with them.

We may, in our sole discretion, cancel your access to our Website for any reason, including as a result of any breach or suspected breach of these Terms.

You Must Notify Us of a Breach. You must immediately notify us of any unauthorized use of your Access Credentials, any unauthorized use of our Website, Content, or services, any violation of these Terms, or any other breach of security known to you in connection with our Website or our Content, or our services by sending an e-mail to us at: welcomecenter@nocatee.com.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of our Website in breach of these Terms, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

4. Third-Party Service Providers

Certain features of our Website are served by our third-party service providers ("Third-Party Providers"). For example, if you desire to purchase Nocatee apparel or other related products advertised on our website, then our Website will link you to our third-party licensee's website, Shop Nocatee, which is served by Shopify (the "Shop Nocatee Site"). Additionally, our internal team uses chat / message box technology made available and served by our third-party chat / message bot chat box provider, HubSpot. When engaging with any of the Third-Party Providers, you acknowledge and agree that: (a) we do not endorse, and make no representations or warranties regarding, any Third-Party Provider, including, without limitation, with respect to the quality of performance; and (b) your use of a Third-Party Provider is, as between us and you, at your sole and exclusive risk, and you should conduct due diligence as you deem necessary or appropriate before utilizing the Third-Party Provider's services.

For the avoidance of doubt, when you purchase Nocatee apparel or other related products on the Shop Nocatee Site, you are entering a transaction with a Third-Party Provider, and not with us. We will not be responsible or liable for, and you would need to pursue responsibility and/or liability from, the Third Party Provider of the Shop Nocatee Site with respect to any issues that you encounter on that site or with respect to any Nocatee apparel or related products that you purchase on that site.

5. Third-Party Materials

We may provide on or through our Website links or access to other websites, platforms, mediums, content or materials belonging to third parties, including the Shop Nocatee Site, other content and materials made available on our blog and/or by our business partners, affiliates, and third-party licensors, syndicators, aggregators, and reporting services. All statements and opinions expressed in these materials, other than the content provided by us to these third parties, are solely the opinions and the responsibility of the person or entity providing those materials.

All third-party materials and links are provided solely as a convenience to you, and such links and access do not constitute our endorsement of those third parties, nor the products or services of those third parties or the content on their website(s) or other materials. We are not responsible for the activities or policies of those third parties. We accept no responsibility for such third parties or for any loss or damage that may arise from your use of the third-party links or the products or services of those third parties. We do not guarantee that the terms (including those advertised on the Shop Nocatee Site) or other content offered by any particular advertiser, business partner, affiliate or other third party on or through our Website are accurate or the best terms or lowest prices available in the market.

You acknowledge and agree that we are not responsible for any third-party materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof, or for performance of any services by any third parties. If you decide to access any third-party websites, mediums or services, you do so entirely at your own risk and subject to the terms and conditions of use of such third-party websites, mediums or services (as applicable).

6. Linking to Our Website and Social Media Features

You may link to our Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our prior written consent.

Additionally, our Website may provide certain social media features that enable you to: link from your own or certain third-party websites to certain content available on our Website; send e-mails or other communications with certain

content, or links to certain content available on our Website; or cause limited portions of content on available on our Website to be displayed or appear to be displayed on your own or certain third-party websites. You may use these features solely as they are provided by us, solely with respect to the content with which they are displayed, and otherwise in accordance with these Terms and any additional terms and conditions that we may provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause our Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any website.
- Otherwise take any action with respect to the materials on available on our Website that is inconsistent with any other provision of these Terms.

Any website from which you are linking, or on which you make certain content accessible, must comply in all respects with these Terms. You agree to cooperate with us in causing any unauthorized framing or linking to immediately cease. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

7. Our Intellectual Property Rights

Our Website, and its entire contents, features and functionality (including all information, text, software, displays, images, video, audio names, graphics, logos, page headers, button icons, scripts and service names, and the design, selection and arrangement of the foregoing) are owned by us, our licensors or other providers of such material and are protected by United States or international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. You may not use our or any third-party proprietary marks available on our Website (“Proprietary Marks”) without our prior express written permission, which permission may be withheld in our sole discretion. We make no proprietary claim to any third-party names, trademarks or service marks appearing on or within our Website. Any third-party names, trademarks and service marks are property of their respective owners.

The information, advice, data, software and content viewable on, contained in or downloadable from our Website (collectively, “Content”), including all text, graphics, charts, pictures, photographs, videos, images, line art, icons and renditions, are copyrighted or trademarked by, or otherwise licensed to, us or our Content suppliers. We also own a copyright of a collective work in the selection, coordination, arrangement, presentation, display and enhancement of the Content (“Collective Work”). All software used on or within our Website is our property or the property of our software vendors and is protected by United States and international copyright laws. Viewing, reading, printing, downloading or otherwise using the Content or the Collective Work does not entitle you to any ownership or intellectual property rights to the Content (including any software) or the Collective Work.

You are solely responsible for any damages resulting from your infringement of our or any third-party’s intellectual property rights regarding Proprietary Marks, Content (including any software), the Collective Work or any other harm incurred by us as a direct or indirect result of your downloading, copying, distributing, redistributing, transmitting, publishing or using Proprietary Marks, Content (including any software) or the Collective Work for purposes that are contrary to the terms and conditions of these Terms.

8. International Users

Our Website is controlled, operated and administered by us from our offices within the United States of America. We make no representations that our Website, the Content (or the products and services described on our Website) are permissible, appropriate or available for use in other jurisdictions. If you access our Website from a location outside the United States, then you do so by your own volition and you are solely responsible for compliance with all laws, regulations and rules (including local laws and any applicable United States export control laws). You must

not use our Website or any Content in a manner prohibited by any applicable state, federal, international or local laws, rules, restrictions or regulations.

9. We Make No Representations or Warranties Regarding the Website

You agree that your use of our Website, the Content and all information, content, materials, products and services described on or made available through our Website is at your sole risk. It is your sole responsibility to independently evaluate the accuracy, correctness or completeness of our Website, the Content and all information, content, materials, products and services. Our Website, the Content and all information, content, materials, products and services included on or associated with our Website are provided to you on an “as-is” and “as available” basis.

We make no representations or warranties of any kind, express or implied, as to the operation of our Website, the Content or the information, content, materials, products or services included on or associated with our Website, including their accuracy, correctness, completeness, safety, reliability, title, timeliness, non-infringement, merchantability, conformity or fitness for a particular purpose. Without limiting the foregoing, you acknowledge that we cannot guarantee the continuous operation of or access to our Website or our product or service offerings. You further acknowledge that operation of and access to our Website may be interfered with as a result of technical issues or numerous factors outside of our control. We make no representation, warranty, or guarantee that our Website or the Content is free of infection from any viruses, worms, Trojan horses, trap doors, back doors, easter eggs, time bombs, cancelbots or other code or computer programming routines that contain contaminating or destructive properties or that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer, device, data, programs or other equipment or material due to your use of our Website or items obtained through our Website or to your downloading of any material posted on our Website or any links to our Website.

The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

10. Limitations on Our Liability

IN NO EVENT WILL WE BE RESPONSIBLE OR LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND, INCLUDING SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT INCLUDE DAMAGES FOR ANY PERSONAL OR BODILY INJURY, EMOTIONAL DISTRESS, INJURIES TO PROPERTY AND LOSS OF PROFIT, REVENUE OR BUSINESS, WHETHER AS A RESULT, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, OF A BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE) OR OTHERWISE, AS A DIRECT OR INDIRECT RESULT OF: (I) YOUR BREACH OR VIOLATION OF ANY TERM OR CONDITION OF THESE TERMS; (II) YOUR ACCESS AND USE OF PRODUCTS OR SERVICES, OUR WEBSITE OR THE CONTENT; (III) YOUR DELAY IN ACCESSING OR INABILITY TO ACCESS OR USE OUR SERVICES, OR OUR WEBSITE FOR ANY REASON; (IV) YOUR DOWNLOADING OR USE OF ANY OF THE CONTENT OR THE COLLECTIVE WORK; (V) YOUR RELIANCE ON OR USE OF OUR SERVICES, THE WEBSITE, THE CONTENT, OR THE COLLECTIVE WORK; (VI) ANY THIRD PARTY'S USE OF OUR SERVICE OFFERINGS, OR OUR WEBSITE OR THE CONTENT ON YOUR BEHALF; (VII) THE BREACH OF OUR SECURITY AND UNAUTHORIZED DISCLOSURE OF YOUR INFORMATION; OR (VIII) ANY INFORMATION, SOFTWARE, PRODUCTS OR SERVICES OBTAINED ON OR THROUGH OUR WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF OUR WEBSITE OR THE CONTENT, IN EACH CASE, EVEN IF WE OR OUR AGENTS, REPRESENTATIVES, LICENSORS, VENDORS, SUPPLIERS OR ANY OTHER APPLICABLE THIRD PARTY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR TOTAL AGGREGATE LIABILITY AND THE LIABILITY OF OUR DIRECTORS, OFFICERS, SHAREHOLDERS, MANAGERS, EMPLOYEES, INDEPENDENT CONTRACTORS, ATTORNEYS, REPRESENTATIVES AND AGENTS ARISING OUT OF OR OTHERWISE RELATING TO THESE TERMS WILL NOT EXCEED \$100.

YOU SPECIFICALLY ACKNOWLEDGE THAT WE WILL NOT BE LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY, AND THAT THE RISK OF HARM OR DAMAGE FROM THIRD-PARTY CONDUCT RESTS ENTIRELY WITH YOU. IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE THAT WE WILL NOT BE LIABLE FOR ANY CONSEQUENCES OF ACTIONS YOU TAKE OR FAIL TO TAKE BASED ON THE CONTENT, INCLUDING DEATH, PERSONAL

INJURY, PROPERTY DAMAGE OR EMOTIONAL DISTRESS, AND THAT THE RISK OF HARM OR DAMAGE FROM SUCH ACTIONS OR INACTIONS RESTS ENTIRELY WITH YOU.

YOU AND WE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO OUR WEBSITE MUST COMMENCE WITHIN 1 YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these state laws apply to you, some or all of the above disclaimers, exclusions or limitations may not apply to you.

In the event that any limitation on the period of time for bringing an action, claim, dispute or proceeding against us, located in this "Limitations on Our Liability" section, is determined or held to be inapplicable or unenforceable by any court, arbitration panel or other tribunal, then the statute of limitations for the State of Florida, including Chapter 95, Florida Statutes, will apply to any such action, claim, dispute or proceeding referred to final or binding arbitration.

11. Your Indemnification of Us

You covenant and agree to defend, indemnify and hold us and our officers, directors, members, managers, shareholders, employees, independent contractors, agents and representatives harmless from and against all claims and expenses, including attorneys' fees, arising out of or attributable to: (i) any breach or violation of these Terms by you or your representatives; (ii) your failure to provide accurate, complete and current information requested or required by us; (iii) your access or use of the Website or the Content; (iv) access or use of our Website under any of your Access Credentials; or (v) any personal injury, property damage or emotional distress caused by you.

12. Our Remedies

You acknowledge that we may be irreparably damaged if these Terms are not specifically enforced, and damages at law would be an inadequate remedy. Therefore, in the event of a breach or threatened breach of any provision of these Terms by you, we will be entitled, in addition to all rights and remedies, to an injunction restraining such breach or threatened breach, without being required to show any actual damage or to post an injunction bond, or to a decree for specific performance of the provisions of these Terms. You agree that (notwithstanding Section 13 below) we may bring any action or proceeding with regard to such injunction restraining such breach or threatened breach in the courts of record of Duval County, Florida, or the United States District Court, Middle District of Florida, Jacksonville Division. You consent to personal jurisdiction over you by such court and to the exclusive jurisdiction of such court, and waive any objection to the laying of venue of any such action or proceeding in such court. We may affect service of any court paper on you by mail or in such other manner as may be provided under applicable laws, regulations, rules of procedure or local rules.

13. Legal Disputes

You and we agree that any claim or dispute at law or equity that has arisen or may arise between us relating in any way to or arising out of these Terms or to our Website will be resolved in accordance with the provisions set forth in this "Legal Disputes" section. Please read this "Legal Disputes" section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved.

Applicable Law. These Terms are governed by and construed in accordance with the internal laws of the State of Florida, without regard to conflicts of law principles. You agree that our Website will be deemed: (i) based solely in the State of Florida; and (ii) a passive service that does not give rise to personal jurisdiction over us and our assigns, either specific or general, in jurisdictions other than the State of Florida.

Agreement to Arbitrate. Any civil action, claim, dispute or proceeding arising out of or relating to this or any previous version of these Terms, your use of or access to our Website or Content (except for an injunctive action regarding a

breach or threatened breach of any provision of these Terms by you as provided above) will be resolved exclusively through final and binding arbitration, before a single arbitrator, rather than in court.

Arbitration is more informal than a lawsuit in court. There is no judge or jury in arbitration, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. You and we agree that the arbitrator will apply the terms of these Terms as a court would.

The arbitrator, and not any federal, state or local court or agency, will have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms, and to arbitrate any part of these Terms, including any claim that all or any part of the this section or these Terms is void or voidable.

The arbitration will be conducted by the American Arbitration Association (the “AAA”) exclusively in Duval County, Florida, under the AAA’s rules and procedures, including the AAA’s Consumer Arbitration Rules (as applicable), as modified by this section. The AAA’s rules are available at www.adr.org. A form for initiating arbitration proceedings is available on the AAA’s site at <http://www.adr.org>.

You and we will select the arbitrator, and if you and we are unable to reach agreement on selection of the arbitrator within 30 days after the notice of arbitration is served, then the AAA will select the arbitrator. Arbitration will not commence until the party requesting arbitration has deposited U.S. \$1,000 with the arbitrator for the arbitrator’s fees and costs. The party requesting arbitration will advance such sums as are required from time to time by the arbitrator to pay the arbitrator’s fees and costs until the prevailing party is determined or the parties have agreed in writing to an alternate allocation of fees and costs.

The arbitrator will decide the substance of all claims exclusively in accordance with the laws of the State of Florida, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator will not be bound by rulings in prior arbitrations involving our other users, but is bound by rulings in prior arbitrations involving the same user to the extent required by applicable law. Judgment on any award rendered by the arbitrator is final, binding and conclusive on you and us and your and our respective administrators, executors, legal representatives, successors and assigns, and may only be entered in the state or federal courts of record for Duval County, Florida.

Prohibition of Class and Representative Actions and Non-Individualized Relief. YOU AND WE AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS PART OF ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND WE AGREE OTHERWISE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON’S OR PARTY’S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY’S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS.

THEREFORE, YOU DO NOT HAVE THE OPPORTUNITY TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS AND YOU GIVE UP YOUR RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS. BY USING OUR WEBSITE, YOU CONSENT TO THESE RESTRICTIONS.

Judicial Forum for Legal Disputes. Unless you and we agree otherwise in writing, in the event that any provision of this section is found not to apply to you or to a particular claim or dispute as a result of a decision by the arbitrator or a court order, any claim or dispute that has arisen or may arise between you and us must be resolved exclusively by a state or federal court located in Duval County, Florida. You and we will submit to the personal jurisdiction of the courts located within Martin County, Florida for the purpose of litigating all such claims or disputes.

14. Miscellaneous

If any provision of these Terms is contrary to, prohibited by or deemed invalid under applicable law, such provision will be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder of these Terms will not be invalidated thereby and will be given full force and effect so far as possible. If any provision of these Terms may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision will have the meaning that renders it valid and enforceable.

For purposes of these Terms, the words “include,” “includes” and “including” are deemed to be followed by the words “without limitation”; and the word “or” is not exclusive. The headings contained in these Terms are for convenience of reference only, are not to be considered a part of these Terms, and will not limit or otherwise affect in any way the meaning or interpretation of these Terms.

All covenants, agreements, representations and warranties made in these Terms, as may be amended by us, from time to time, will survive your acceptance of these Terms and the termination of these Terms.

No failure to exercise, and no delay in exercising, any right or any power set forth in these Terms by us will operate as a waiver of such right or power, nor will any single or partial exercise of any right or power under these Terms by us preclude further exercise of that or any other right or power under these Terms.

We may update, amend or change these Terms at any time, in our sole discretion and without notice. Amendments will take effect immediately upon us posting such updates on our Website. We encourage you to periodically check these Terms for changes, as your continued access and use of our Website following the posting of any changes will automatically be deemed your acceptance of all changes. If you do not agree to any change to these Terms, you must discontinue using our Website. These Terms replace all previous notices or statements with respect to this subject, and cannot be modified orally or in writing by any of our associates, representatives or any other third parties.

We may give, assign or transfer our rights or obligations under these Terms to any person or entity at any time with or without your consent. You may not give, assign or transfer your rights or obligations under these Terms to any person or entity without our prior written consent, which may be withheld in our sole discretion. Any attempt to assign your rights or obligations under these Terms without our consent will be void and of no force and effect.

We will not be liable for any changes, delays, failures or problems out of our control, including, without limitation, any changes, delays, failures or problems caused by natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, network infrastructure failures, strikes, shortage of transportation facilities, fuel, energy, labor or materials and other similar events.

You and we are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms.

These Terms (together, with any documents they expressly incorporate by reference, including our [Privacy Policy](#)) represent the entire understanding and agreement between you and us regarding the subject matter of these Terms, and supersede all other previous agreements, understandings or representations regarding these Terms.

If you have questions, comments, concerns or feedback regarding these Terms or our Website, please contact us via email at: welcomecenter@nocatee.com.