

Privacy Policy & Terms of Use

This Privacy Policy and these Terms of Use are effective as of August 2019.

Your privacy and trust are important to us. This Statement explains how the Chumm App, or any applications (including mobile applications) (“Chumm,” “we”, “us” or “our”) made available by Chumm collect, handle, store and protect personal information about you in the context of our services. It also provides information about your rights and about how you can contact us if you have questions about how we handle your information. The Service is owned or controlled by Northeast Innovative Designs, LLC.

By accessing or using Chumm, however accessed, you agree to be bound by this Privacy Policy and these Terms of Use. By accessing Chumm and/or creating a Chumm account or by using the Chumm App, whether through a mobile device, mobile application or computer (collectively, the “Service” or “Services”) you agree to be bound by these Terms of Use and Chumm’s Privacy Policy (collectively, “Agreement”), each of which is incorporated by reference into this Agreement. If you do not accept and agree to be bound by all of the terms of this Agreement, you should not use the Service. We may make changes to this Agreement and to the Service from time to time. We may do this for a variety of reasons including to reflect changes in or requirements of the law, new features, or changes in business practices. If you continue to use the Service after the changes become effective, then you agree to the revised Agreement. You agree that this Agreement shall supersede any prior agreements (except as specifically stated herein), and shall govern your entire relationship with Chumm, including but not limited to events, agreements, and conduct preceding your acceptance of this Agreement.

1. What Information We Collect

The types of information that we collect fall under two general categories: personally identifiable information (PII) and non-personally identifiable information (non-PII). PII consists of any information which can be used to specifically identify you as an individual, whereas non-PII consists of aggregate information or any information that does not reveal your identity. The following sections describe how your PII and non-PII are collected by us, and how we use such information. We also collect information generated as you use our services, for example access logs, as well as information from third parties, like when you access our services through a social media account.

2. How We Collect and Use Information

- **Log Files.** Any time you visit any of our websites, our servers automatically gather information from your browser (such as your IP addresses, browser type, Internet service provider (ISP), referring/exit pages, platform type, date/time stamp, and number of clicks) to analyze trends, administer the site, prevent fraud, track visitor movement in the aggregate, and gather broad

demographic information. For example, we may log your IP address for system administration purposes. IP addresses are logged to track a user's session. This gives us an idea of which parts of our site users are visiting. We do not share the log files externally.

- Cookies. We use “cookies” to keep track of some types of information while you are visiting our website or using our services. Cookies are very small files placed on your computer, and they allow us to count the number of visitors to our website and distinguish repeat visitors from new visitors. They also allow us to save user preferences and track user trends. We rely on cookies for the proper operation of our website; therefore if your browser is set to reject all cookies, the website will not function properly. Users who refuse cookies assume all responsibility for any resulting loss of functionality. We do not link the cookies to any PII.
- Web Beacons. “Web beacons” (also known as “clear gifs” and “pixel tags”) are small transparent graphic images that are often used in conjunction with cookies in order to further personalize our website for our users and to collect a limited set of information about our visitors. We may also use web beacons in email communications in order to understand the behavior of our customers. We do not link the web beacons to any PII.
- Mobile Analytics. We use mobile analytics software to allow us to better understand the functionality of our mobile software on your phone. This software may record information such as how often you use the application, the events that occur within the application, aggregated usage, performance data, and where the application was downloaded from. We do not link the information we store within the analytics software to any PII you submit within the mobile application.
- Information About You. When you register or subscribe to any of our services, we collect a wide variety of information about you. For our dating service, for example, you provide us with answers to our proprietary questionnaire, and we use your answers to build a personality profile for you and to match you with other compatible singles. Your individual responses to the questions about your personality in our questionnaire will be held strictly confidential, while other non-PII about yourself (such as first name, occupation, height, etc.) will be used to build your profile. We may also display your marital status and most recent log-in date and other profile/account information to your matches. Finally, for interactive content and community services where you may choose to have a public profile, we may display your information to other community members and visitors. You may choose to provide us with your photo(s) or video(s) and by providing us such content, you agree that we may make them available to your matches and users of Chumm's services. Except as otherwise stated in this privacy statement, we do not disclose your PII to your matches or other users of our services.
- Purchase Information. To process purchases, we may require your name, address, phone number, email address and credit card information. Such information is used primarily to process your order or as otherwise described herein. Credit card transactions are processed through industry standard secure systems, which only use your information for that purpose.
- Mobile Device If you use a mobile device to access our site or download any of our applications, we may collect device information (such as your mobile device ID, model and

manufacturer), operating system and version information, and IP address. We collect your geolocational information only upon your consent.

- Demographic Data. Demographic data is also collected at our site. We use this data to tailor our visitors' experience at our site, showing them content that we think they might be interested in, and displaying the content according to their preferences. Some of this information may be shared with advertisers on a non-personally identifiable basis.
- Use for Research. In addition to the uses outlined above, by using our site, you agree to allow us to anonymously use the information from you and your experiences to continue our research into successful relationships. This research, conducted by psychologists and behavior research scientists, may be published in academic journals. However, all of your responses will be kept anonymous, and no PII will be published.

3. Mobile Device Additional Terms

- Mobile Device If you use a mobile device to access our site or download any of our applications, we may collect device information (such as your mobile device ID, model and manufacturer), operating system and version information, and IP address.
- Geo-Location Information. We do not ask you for, access or track any location-based information from your mobile device at any time while downloading or using our Mobile Apps or services.
- Push Notifications. We send you push notifications if you choose to receive them for notifying you of matches for our singles service, letting you know when someone has sent you a message, or for other service-related matters. If you wish to opt-out from receiving these types of communications you may turn them off at the device level.

4. Disclosure of Your Information

- Disclosure to Your Matches. As an integral part of providing the Chumm Service, we will disclose your profile information to your matches. Photos and other profile information posted by you will be available to subscribers that are matched with you. We may also make features available enabling your matches to share your profile information, including photos, with members of their social network(s). We never share your contact information with your matches.
- Disclosure By Law. You acknowledge and agree that we may disclose information you provide if required to do so by law, at the request of a third party, or if we, in our sole discretion, believe that disclosure is reasonable to (1) comply with the law, requests or orders from law enforcement, or any legal process (whether or not such disclosure is required by applicable law); (2) protect or defend Chumm's, or a third party's, rights or property; or (3) protect

someone's health or safety, such as when harm or violence against any person (including you) is threatened.

- Disclosure to Protect Abuse Victims. Notwithstanding any other provision of this privacy statement or our Terms and Conditions of Service, we reserve the right, but have no obligation, to disclose any information that you submit to the services, if in our sole opinion, we suspect or have reason to suspect, that the information involves a party who may be the victim of abuse in any form. Abuse may include, without limitation, elder abuse, child abuse, spousal abuse, neglect, or domestic violence. Information may be disclosed to authorities that we, in our sole discretion, deem appropriate to handle such disclosure. Appropriate authorities may include, without limitation, law enforcement agencies, child protection agencies, or court officials. You hereby acknowledge and agree that we are permitted to make such disclosure.
- Disclosure to Trusted Third Parties By Us. We may share your non-PII with third parties, but not in a manner that would reveal your identity. We may share your PII, sometimes in conjunction with your non-PII, with service providers that may be associated with us to perform functions on our behalf. For example, outsourced customer care agents or technology assistants may need access to your information to perform services for you. Your information will be treated as private and confidential by such service providers and not used for any other purpose than we authorize. In addition, from time to time, we may share PII (such as e-mail or mailing address) about our user base with carefully selected third parties, so they can offer goods and services that we believe may be of interest to our users.
- Disclosure to Trusted Third Parties at Your Request. When our site, we may provide you with advertisements, promotions, sweepstakes and offers from third party providers. If you choose to accept any such offers, you may either (depending on the situation) directly provide your information in connection with the offer to such third party provider, or we will provide your information, including billing information, to the third party provider by pre-populating the offer registration forms. Your information will not be transferred until you actually accept the offer. You may opt-out of the offer at any time up until this point. Please refer to the third party provider's own privacy policy) if you have any questions regarding how your information is used by such providers. Please be aware that these offers may be presented on pages framed by a Chumm website. We do this to provide a seamless experience. Although these offer pages have the look and feel of our websites, you will be submitting your information directly to the third-party advertiser. You agree that we will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, including the sharing of the information you supply to us with third party providers described here, or as the result of the presence of such providers on a Chumm site.
- Search Engine. Some portions of your profile may be available to search engine crawlers and therefore may appear in internet search results, but no PII (e.g., last name, photos) will be included in such search results.
- Information Transferred As a Result of Sale of Business. As we develop our business, we may buy or sell assets and, depending on the transaction, your PII may be one of the transferred assets. In the event that we are acquired by another company, your PII may be part of the assets

transferred to the acquiring party. If this occurs, you will be notified if there are any material changes to the way your PII is collected or used.

5. Age Restrictions & Eligibility

We do not target our sites or services to children under the age of 13, and in compliance with the Children’s Online Privacy Protection Act, any information we may receive from users we believe to be under the age of 13 will be purged from our database. You must be at least 18 years old to use any dating or connection services on Chumm’s applications or sites. By creating an account and using the Service, you represent and warrant that:

- you can form a binding contract with Chumm,
- you are not a person who is barred from using the Service under the laws of the United States or any other applicable jurisdiction—meaning that you do not appear on the U.S. Treasury Department’s list of Specially Designated Nationals or face any other similar prohibition,
- you will comply with this Agreement and all applicable local, state, national and international laws, rules and regulations, and
- you have never been convicted of or pled no contest to a felony, a sex crime, or any crime involving violence, and that you are not required to register as a sex offender with any state, federal or local sex offender registry.

6. Third-Party Advertising

We may use third-party advertising agencies or other service providers to serve ads on our website on behalf of Chumm or third-party advertisers (e.g., retailers of goods or services). These companies may employ cookies and web beacons to measure advertising effectiveness. Any information that these third parties collect via cookies and web beacons is completely anonymous. Some of these third-party advertising agencies may be members of the Network Advertising Initiative, which offers you the option to opt out of ad targeting from its member agencies. Third Parties, with whom we partner to display advertising based upon your web browsing activity, use Flash cookies to collect and store information. Flash cookies are different from browser cookies because of the amount of, type of, and how data is stored. Cookie management tools provided by your browser will not remove Flash cookies. We may share PII you have submitted to us (your e-mail address) in hashed format with trusted third parties for the purpose of matching it to hashed values of the same PII that you volunteer when you visit other first party websites. Coded data from this match may be placed into a cookie that would allow these first party websites to serve online display ads to you as you surf the Web. We will only share your information with third parties in the ways defined in this privacy statement and these terms of use.

7. Links to or Access from Other Sites

You may be able to access your account or content of your account from third party sites, such as social networking sites, by way of various applications. The privacy policies and practices of such sites in connection with information you disclose on such sites may differ from the practices of

Chumm as set forth in this privacy statement and these terms of use, and you should review their policies and practices to ensure that the privacy of the information you submit on their site does not conflict with and is consistent with how you wish your information to be treated. Such sites may also place their own cookies or other files on your computer, collect data or solicit personal information from you. We are not responsible for the privacy policies or practices or the content of any other websites that may provide access to, or be linked to or from, this site, including that of any social networking sites and third party advertisers whose offerings require you to navigate away from our site.

8. Data Retention

Because many users tend to use our service at different points of their relationship-seeking life, we retain your personal information for continued service and convenience purposes until you advise us not to do so. Notwithstanding the foregoing, we may retain personal information in order to comply with applicable laws, keep accurate records, resolve disputes, prevent fraud, enforce our Terms of Use, Privacy Policy or other agreements, or for any other legally permissible purpose.

9. Acceptance of Privacy Statement

Your use of our website(s), including any dispute concerning privacy, is subject to this privacy statement, Privacy Policy and the applicable Terms of Use, and any conditions of service. **BY USING OUR WEBSITE AND/OR APPLICATION, YOU ARE ACCEPTING THE PRACTICES SET OUT IN THIS PRIVACY POLICY AND THE APPLICABLE TERMS OF USE.** If we decide to change our privacy policy, we will post those changes to this Privacy Policy and Terms of Use page and any other places we deem appropriate so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. We reserve the right to modify this privacy statement at any time, so please review it frequently. If we make material changes to this policy, we will notify you here, or by other means, such as e-mail, at our discretion. Your continued use of any portion of our website following posting of the updated privacy statement will constitute your acceptance of the changes.

10. Safety; Your Interactions With Others

Though Chumm strives to encourage a respectful user experience, **it is not responsible for the conduct of any user on or off of the Service. You agree to use caution in all interactions with other users, particularly if you decide to communicate off the Service or meet in person. You agree that you will not provide your financial information (for example, your credit card or bank account information), or wire or otherwise send money, to other users.**

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. YOU UNDERSTAND THAT CHUMM DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS USERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS USERS. CHUMM MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS. CHUMM RESERVES THE RIGHT TO CONDUCT – AND YOU AGREE THAT CHUMM MAY CONDUCT - ANY CRIMINAL

BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES) AT ANY TIME USING AVAILABLE PUBLIC RECORDS.

11. Use of Site and Service

As a user of Chumm or a user registered to use any of the Services (a “Registered User”), you agree to the following:

- a. Exclusive Use. Your account is for your personal use only. You may not authorize others to use your account, and you may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Chumm is not responsible for third party access to your account that results from theft or misappropriation of your usernames and passwords.
- b. Geographic Limitations. The Site and Services are intended for use in the United States. You will only use the Services in a manner consistent with this Agreement and any and all applicable local, state, national and international laws and regulations, including, but not limited to, United States export control laws. By using the Services, you represent that you have not been designated by the United States government as a “Specially Designated National” or other person to whom the provisions of the Services are prohibited. Registration for, and use of, the Services are void where prohibited. You are responsible for determining whether the user of the Services is legal in your jurisdiction
- c. Information Submitted. You are solely responsible for, and assume all liability regarding, (i) the information and content you contribute to the Service; (ii) the information and content you post, transmit, publish, or otherwise make available (hereinafter “post”) through the Services; and (iii) your interactions with other Registered Users through the Services. In addition to sharing your information with your matches, we may allow your matches to share your profile information with members of their social network(s).
- d. Risk Assumption and Precautions. You assume all risk when using the Services, including but not limited to all of the risks associated with any online or offline interactions with others, including dating. You agree to take all necessary precautions when meeting individuals through Chumm’s dating services.
- e. No Guarantees. Chumm may not be able to provide matches for everyone seeking to use its dating services. Further, Chumm makes no guarantees as to the number or frequency of matches through its dating services, or to such matches’ ability, desire or criteria to communicate with any user. You understand that Chumm makes no guarantees, either express or implied, regarding your ultimate compatibility with individuals you meet through its dating services or as to the conduct of such individuals.
- f. Reporting of Violations. You will promptly report to Chumm any violation of the Agreement by others, including but not limited to, Registered Users.
- g. Content Removal. Chumm reserves the right, but has no obligation, to monitor the information or material you submit to the Services or post in the public areas of the Services.

Chumm will have the right to remove any such information or material that in its sole opinion violates, or may violate, any applicable law or either the letter or spirit of this Agreement or upon the request of any third party. Chumm further reserves the right to remove matches previously delivered to you, in its reasonable discretion, in order to assure that you have a quality experience on the Site.

h. Posting and Communication Restrictions. You will not post on the Services, transmit to other users, communicate any content (or links thereto), or otherwise engage in any activity on the Site or through the Services, that:

- i. promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- ii. is intended to or tends to harass, annoy, threaten or intimidate any other users of the Site or Services;
- iii. is defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, obscene or otherwise objectionable;
- iv. contains others' copyrighted content (e.g., music, movies, videos, photographs, images, software, etc.) without obtaining permission first;
- v. contains video, audio photographs, or images of another person without his or her permission (or in the case of a minor, the minor's legal guardian);
- vi. promotes or enables illegal or unlawful activities, such as instructions on how to make or buy illegal weapons or drugs, violate someone's privacy, harm or harass another person, obtain others' identity information, create or disseminate computer viruses, or circumvent copy-protect devices;
- vii. intended to defraud, swindle or deceive other users of the Services;
- viii. contains viruses, time bombs, trojan horses, cancelbots, worms or other harmful, or disruptive codes, components or devices;
- ix. promotes or solicits involvement in or support of a political platform, religion, cult, or sect;
- x. disseminates another person's personal information without his or her permission, or collects or solicits another person's personal information for commercial or unlawful purposes;
- xi. is off-topic, meaningless, or otherwise intended to annoy or interfere with others' enjoyment of Chumm;
- xii. impersonates, or otherwise misrepresents affiliation, connection or association with, any person or entity;

- xiii. solicits gambling or engages in any gambling or similar activity;
 - xiv. uses scripts, bots or other automated technology to access the Site or Services;
 - xv. uses the Site or Services for chain letter, junk mail or spam e-mails;
 - xvi. collects or solicits personal information about anyone under 18; or
 - xvii. is in any way used for or in connection with spamming, spimming, phishing, trolling, or similar activities.
- i. No False Information. You will not provide inaccurate, misleading or false information to Chumm or to any other user. If information provided to Chumm or another user subsequently becomes inaccurate, misleading or false, you will promptly notify Chumm of such change.
- j. No Advertising or Commercial Solicitation. You will not advertise or solicit any user to buy or sell any products or services through Chumm. You may not transmit any chain letters, junk or spam e-mail to other users. Further, you will not use any information obtained from Chumm in order to contact, advertise to, solicit, or sell to any user without their prior explicit consent. If you breach the terms of this subsection and send or post unsolicited bulk email, "spam" or other unsolicited communications of any kind through Chumm, you acknowledge that you will have caused substantial harm to Chumm.
- k. Selection of Profiles. From time to time, your profile may be selected to introduce you to specific compatible matches, in which case we may offer you a limited complimentary subscription (if you are not already a subscriber) in order to enable you to meet such specific match. You will be under no obligation to accept such complimentary subscription or to meet with or communicate with the match(es) we may introduce to you.
- l. No Harassment of Chumm Employees or Agents. You will not harass, annoy, intimidate or threaten any Chumm employees or agents engaged in providing any portion of the Service to you.
- m. Social Media. We may provide you the option to connect your Chumm account to your account on some social networking sites (such as via Facebook Connect) for the purpose of logging in, uploading information or enabling certain features on the Service. When enabling this feature, we will disclose to you the information we collect from the connected social networking site, and will use such information in compliance with our Privacy Policy. Once connected, some of your matches may also be able to see information about your social network, such as the size of your network and your friends, including common friends. By connecting your Chumm account to your account on any social networking site, you hereby consent to the continuous release of information about you to Chumm. We will not send any of your Chumm account information to the connected social networking site without first disclosing that to you.

12. Proprietary Rights

Ownership of Proprietary Information. You hereby acknowledge and agree that Chumm is the owner of highly valuable proprietary information, including without limitation, information provided by you to Chumm's Site and its dating services. Chumm owns and hereby retains all proprietary rights in the Services and the Site, including but not limited to, all information shared by you.

13. Disclaimer of Warranty

a. No Warranties. THIS SECTION WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CHUMM PROVIDES THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS AND GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES OR THE SITE (INCLUDING ALL INFORMATION CONTAINED THEREIN), INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CHUMM DOES NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE SECURE, UNINTERRUPTED, ALWAYS AVAILABLE, ERROR-FREE OR WILL MEET YOUR REQUIREMENTS, OR THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED. CHUMM DISCLAIMS LIABILITY FOR, AND NO WARRANTY IS MADE WITH RESPECT TO, THE CONNECTIVITY AND AVAILABILITY OF THE SERVICES.

b. Third Party Content. Opinions, advice, statements, offers, or other information or content made available through the Services, but not directly by Chumm, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. CHUMM DOES NOT: (i) GUARANTEE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED ON THE SERVICES, OR (ii) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY OTHER THAN CHUMM. UNDER NO CIRCUMSTANCES WILL CHUMM BE RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM ANYONE'S RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE SERVICES, OR TRANSMITTED TO OR BY ANY USERS.

14. Limitation of Liability

a. Incidental Damages and Aggregate Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CHUMM BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE SERVICES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR CORRUPTION OF DATA OR PROGRAMS, SERVICE INTERRUPTIONS AND PROCUREMENT OF SUBSTITUTE SERVICES, EVEN IF CHUMM KNOWS OR HAS BEEN ADVISED OF THE POSSIBILITY

OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL CHUMM'S AGGREGATE LIABILITY, IN ANY FORM OF ACTION WHATSOEVER IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE SERVICES OR THE SITE, EXCEED THE PRICE PAID BY YOU FOR YOUR ACCOUNT, OR, IF YOU HAVE NOT PAID CHUMM FOR THE USE OF ANY SERVICES, THE AMOUNT OF US\$25.00 OR ITS EQUIVALENT.

b. No Liability for non-Chumm Actions. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CHUMM BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR MEETINGS WITH OTHER REGISTERED USERS OF THE SERVICES. THIS INCLUDES ANY CLAIMS, LOSSES OR DAMAGES ARISING FROM THE CONDUCT OF USERS WHO HAVE REGISTERED UNDER FALSE PRETENSES OR WHO ATTEMPT TO DEFRAUD OR HARM YOU.

c. Information Verification. Chumm and its contractors may use various ways of verifying information that users have provided. However, none of those ways are perfect, and you agree that Chumm and its contractors will have no liability to you arising from any incorrectly verified information.

15. Indemnification

You agree to indemnify, defend and hold harmless Chumm, its subsidiary and parent companies, and each of their officers, directors, employees, agents and related third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of any third party claim that (a) your use of or inability to use the Site or Services, (b) any user postings made by you, (c) your violation of any terms of this Agreement or your violation of any rights of a third party, or (d) your violation of any applicable laws, rules or regulations. Chumm reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Chumm in asserting any available defenses.

16. Communication and Privacy

We may use your email address to send you messages notifying you of important changes to the Services or special offers. Further, we may contact you by telephone if you voluntarily provide us with your telephone number, in order to communicate with you regarding the Services.

17. Term and Termination

This Agreement will become effective upon your acceptance of the Agreement by your use of Chumm or the Services and will remain in effect in perpetuity unless terminated hereunder. Either you or Chumm may terminate your account at any time, for any reason or no reason, without explanation, effective upon sending written notice to the other party. Chumm reserves the right to immediately suspend or terminate your access to any of the Services, without notice, for any reason or no reason. We also reserve the right to remove your account information or data from our Services and any other records at any time at our sole discretion. In the event your access to any of the Services is suspended due to the breach of this Agreement, you agree that all fees, if any, then paid to Chumm by you will be nonrefundable.

18. Governing Law

This Agreement is governed by the laws of the State of Pennsylvania, without giving effect to any principles of conflicts of laws. Notwithstanding the foregoing, Section 19 of this Agreement shall be governed by the Federal Arbitration Act. If the Arbitration Agreement is held to be unenforceable, you agree that any claims or disputes you have against us must be resolved in the federal or state courts located in Scranton, PA.

19. Arbitration Agreement & Class Action Waiver

a. Purpose: This Arbitration Agreement facilitates the prompt and efficient resolution of any disputes that may arise between you and Chumm. Arbitration is a form of private dispute resolution in which parties to a contract agree to submit their disputes and potential disputes to a neutral third person (called an arbitrator) for a binding decision, instead of having such dispute(s) decided in a lawsuit in court, by a judge or jury trial.

Please read this Arbitration Agreement carefully. It provides that all disputes between you and Chumm shall be resolved by binding arbitration. Arbitration replaces the right to go to court. In the absence of this Arbitration Agreement, you may otherwise have a right or opportunity to bring claims in a court, before a judge or jury, and/or to participate in or be represented in a case filed in court by others (including, but not limited to, class actions). Entering into this Arbitration Agreement constitutes a waiver of your right to litigate claims in court and all opportunity to be heard by a judge or jury. There is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow this Arbitration Agreement and can award the same damages and relief as a court (including attorney's fees, if otherwise authorized by applicable law)

For the purpose of this Arbitration Agreement, "Chumm" means Chumm and/or Northeast Innovative Designs, LLC, and its parents, subsidiaries, and affiliated companies, and each of their respective officers, directors, employees, and agents. The term "Dispute" means any dispute, claim, or controversy between you and Chumm regarding any aspect of your relationship with Chumm, whether based in contract, statute, regulation, ordinance, tort (including, but not limited

to, fraud, misrepresentation, fraudulent inducement, negligence, gross negligence or reckless behavior), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Arbitration Agreement (with the exception of the enforceability of the Class Action Waiver clause below). “Dispute” is to be given the broadest possible meaning that will be enforced.

WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER

b. Arbitration Procedures: If this Arbitration Agreement applies, either you or Chumm may initiate arbitration proceedings. The American Arbitration Association (“AAA”), www.adr.org, or JAMS, www.jamsadr.com, will arbitrate all Disputes, and the arbitration will be conducted before a single arbitrator. The arbitration shall be commenced as an individual arbitration, and shall in no event be commenced as a representative or class arbitration. All issues shall be for the arbitrator to decide, including the scope of this Arbitration Agreement.

For arbitration before the AAA, for Disputes of less than \$75,000, the AAA’s Supplementary Procedures for Consumer-Related Disputes will apply; for Disputes involving \$75,000 or more, the AAA’s Commercial Arbitration Rules will apply. In either instance, the AAA’s Optional Rules For Emergency Measures Of Protection shall apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols For Domestic, Commercial Cases will apply. The JAMS rules are available at www.jamsadr.com or by calling 1-800-352-5267. This Arbitration Agreement governs in the event it conflicts with the applicable arbitration rules. Under no circumstances will class action procedures or rules apply to the arbitration.

Because your contract with Chumm, the Terms of Use, Privacy Policy, and this this Arbitration Agreement concern interstate commerce, the Federal Arbitration Act (“FAA”) governs the arbitrability of all Disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit.

c. Arbitration Award: The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator shall make any award in writing but need not provide a statement of reasons unless requested by a party. Such award by the arbitrator will be final and binding on the parties, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

d. Location of Arbitration: You may initiate arbitration in either Scranton, PA or in the federal judicial district that includes your address that you provide in your written notification of Pre-Arbitration Dispute Resolution. In the event that Chumm initiates an arbitration, it may only do so in the federal judicial district that includes your address that you provide in your written notification of Pre-Arbitration Dispute Resolution.

e. Class Action Waiver: The parties agree that the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, representative action, consolidated action or private attorney general action) unless both you and Chumm specifically agree in writing to do so following initiation of the arbitration. Neither you, nor any other Member of Chumm and/or user of Chumm services, can be a class representative, class member, or otherwise participate in a class, representative, consolidated or private attorney general proceeding.

f. Limitation of Procedural Rights: You understand and agree that, by entering into this Arbitration Agreement, you and Chumm are each agreeing to arbitration instead of the right to a trial before a judge or jury in a public court. In the absence of this Arbitration Agreement, you and Chumm might otherwise have had a right or opportunity to bring Disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). You give up those rights. Other rights that you would have if you went to court, such as the right to appeal and to certain types of discovery, may be more limited in arbitration. The right to appellate review of an arbitrator's decision is much more limited than in court, and in general an arbitrator's decision may not be appealed for errors of fact or law.

g. Severability: If any clause within this Arbitration Agreement (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Arbitration Agreement, and the remainder of this Arbitration Agreement will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, then this entire Arbitration Agreement will be unenforceable, and the Dispute will be decided by a court.

h. Continuation: This Arbitration Agreement shall survive the termination of your contract with Chumm and your use of Chumm services.

20. General Provisions

a. Right to Seek Injunction. Violation of this Agreement may cause Chumm irreparable harm, and therefore agree that Chumm will be entitled to seek extraordinary relief in court, including but not limited to temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security, in addition to and without prejudice to any other rights or remedies that Chumm may have for a breach of this Agreement.

b. Miscellaneous. This Agreement, which you accept upon registration for the Services which Chumm provides, the Privacy Policy, Terms of Use, and any applicable payment, renewal, additional Services terms, comprise the entire agreement between you and Chumm regarding the use of Chumm's Service, superseding any prior agreements between you and Chumm related to your use of Chumm's Site or Services (including, but not limited to, any prior versions of this Agreement). Unless otherwise explicitly stated, the Agreement will survive termination of your registration to Chumm's Service. The failure of Chumm to exercise or enforce any right or provision of this Agreement does not constitute a waiver of such right or provision. If any provision of this Agreement is held invalid, the remainder of this Agreement will continue in full force and

effect. The section titles in this Agreement are for convenience only and have no legal or contractual effect.