



# ShowBizTrades Terms and Conditions

**Published Date: October 1, 2016**

These Terms of Use are effective immediately for unregistered users and users registering accounts on or after the Published Date.

These Terms of Use (the "**Terms**") govern your access to and use of our websites, emails and mobile applications ("ShowBizTrades"). By accessing and using ShowBizTrades, you agree to comply with these Terms. If you are using ShowBizTrades on behalf of a company or other legal entity, then "you" also means such company or legal entity and you agree to be bound by these Terms even if we have separate agreement with you. You may not use ShowBizTrades if you do not agree to the version of the Terms posted on ShowBizTrades at the time you access ShowBizTrades. (The terms "we" and "us" refer to ShowBizTrades)

Please note: These Terms require the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limit the remedies available to you in the event of a dispute

## **Eligibility to Use ShowBizTrades**

To access or use ShowBizTrades, (1) you must be 13 years of age or older and, if under 18 or the age of majority in your jurisdiction, your use of ShowBizTrades must be under the supervision of a parent or guardian or other responsible adult and (2) you, or (where applicable) the adult supervising your use of ShowBizTrades, must have the power and authority to enter into these Terms. Except for an employer's authorized use of a Free Employer Account, or as otherwise approved by us, ShowBizTrades is for your personal, non-commercial use unless you enter into a separate agreement with us for your commercial use. You may not use ShowBizTrades if we have terminated your account or banned you.

## **Your ShowBizTrades Account**

### **ShowBizTrades Account**

In order for you to create a ShowBizTrades account, we require that you provide a valid email address and set up a password. The email you use must be one where we can reach you. In the event we cannot correspond with you via this email address, your submitted content may be rejected and your account may be disabled. Other registration requirements (such as the requirement for individuals to contribute no more than one company review, interview review, or salary details of a current or former job per year) may also apply. You are entirely responsible for maintaining the confidentiality of your password. You agree to notify us immediately if you suspect any unauthorized use of your account or access to your password. You are solely responsible for any and all use of your account. Passwords are subject to cancellation or suspension by ShowBizTrades at any time.

## **Social Sign Up and Sign In**

You may be able to register an account and subsequently access ShowBizTrades through a social networking site, such as Facebook, Google, Twitter, etc. ("Social Networking Site"). If you access ShowBizTrades through a Social Networking Site you agree that we may access, make available through ShowBizTrades, and store (if applicable) any information, data, text, messages, tags, and/or other materials that you have provided to and stored and made accessible in your Social Networking Site account so that it is available on and through ShowBizTrades via your account and your profile page. Subject to the privacy settings that you have set with the Social Networking Site account you use to access ShowBizTrades, personally identifiable information that

you post to that Social Networking Site may be displayed on ShowBizTrades. Please note: your relationship with your Social Networking Sites is governed solely by your agreement with those Social Networking Sites and we disclaim any liability for personally identifiable information that may be provided to us by a Social Networking Site in violation of the privacy settings that you have set with that Social Networking Site accounts.

## **Using ShowBizTrades**

### **Third-Party Content on ShowBizTrades**

Content from other users, advertisers, and other third parties is made available to you through ShowBizTrades. ("**Content**") means any work of authorship or information, including salaries, company reviews, interview reviews, company photos, employer responses, job ads, employer profile information, advertisements, comments, opinions, postings, resumes, messages, text, files, images, photos, works of authorship, e-mail, data or other materials you find on ShowBizTrades. Because we do not control such Content, you understand and agree that: (1) we are not responsible for, and do not endorse, any such Content, including advertising and information about third-party products and services, job ads, or the employer, interview and salary-related information provided anonymously by other users; (2) we make no guarantees about the accuracy, currency, suitability, reliability or quality of the information in such Content; and (3) we assume no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful Content made available by users, advertisers, and third parties.

In accordance with Section 230 of the U.S. Communications Decency Act, and any equivalent or similar laws in other jurisdictions which are intended to exclude or limit the liability of online service providers who provide access to user-generated content, we generally cannot be held liable for claims arising from the Content provided by third parties on ShowBizTrades.

We allow users to post content for employers when they have been employed by the employer as a full-time, part-time, contractor, freelancer, independent employee, 1099 (or equivalent), or provide work that is an integral part of the employer's value chain. We also allow users to review the staffing firms that place them in these roles. We consider all workers in these roles as 'employees' with regard to content left on ShowBizTrades.

## **House Rules**

You represent and warrant that you will use ShowBizTrades solely for lawful purposes in a manner consistent with these Terms and any and all applicable laws, regulations, or other legally enforceable obligations (including contractual obligations) you may have towards us and any third parties. You are solely responsible for any and all Content that is posted through your account on ShowBizTrades ("**Your Content**"). You understand that you may expose yourself to liability if Your Content or other use of ShowBizTrades violates applicable law or any third-party right.

You agree that you will not:

- Impersonate another person, or his or her email address, or misrepresent your current or former affiliation with an employer;
- Create user accounts under false or fraudulent pretenses; create or use an account for anyone other than yourself; or create multiple active user accounts to post multiple reviews for the same company
- Post Content that you do not own or have the right to post in accordance with the license set forth in these Terms;
- Violate these Terms, the terms of your agreements with us, explicit restrictions set forth in our Community Guidelines, or any applicable law, rule or regulation;
- Post Content that is defamatory, libelous, or fraudulent; that you know to be false or misleading; or that does not reflect your honest opinion and experience;
- Act in a manner that is threatening, racist or bigoted, or is otherwise objectionable (as determined by ShowBizTrades);
- Promote, endorse or further illegal activities;

- Disclose information in violation of any legally enforceable confidentiality, non-disclosure or other contractual restrictions or rights of any third party, including any current or former employers or potential employers;
- Violate the privacy, publicity, copyright, patent, trademark, trade secret, or other intellectual property or proprietary rights of any third-party;
- Post anything pornographic or sexually explicit in nature, or engage in the exploitation of persons in a sexual or violent manner;
- Solicit personally identifying information from minors;
- Except as expressly approved by us, use ShowBizTrades for commercial activities and/or promotions such as contests, sweepstakes, barter, pyramid schemes, advertising, affiliate links, and other forms of solicitation;
- Imply a ShowBizTrades endorsement or partnership of any kind without our express written permission;
- Send messages in violation of the USA CAN-SPAM Act or any other applicable anti-spam law;
- Introduce software or automated agents to ShowBizTrades, or access ShowBizTrades so as to produce multiple accounts, generate automated messages, or to scrape, strip or mine data from ShowBizTrades without our express written permission;
- "Frame" or "mirror" or otherwise incorporate part of ShowBizTrades into any website, or "deep-link" to any portion of ShowBizTrades without our express written permission.
- Copy, modify or create derivative works of ShowBizTrades (including ShowBizTrades Content) without our express written permission;
- Copy or use the information, content, or data on ShowBizTrades in connection with a competitive service (as determined by ShowBizTrades);
- Sell, resell, rent, lease, loan, trade or otherwise monetize access to ShowBizTrades or any ShowBizTrades Content without our express written permission;
- Interfere with, disrupt, modify, reverse engineer, or decompile any data or functionality of ShowBizTrades;
- Interfere with, disrupt, or create an undue burden on ShowBizTrades or the networks or services connected to ShowBizTrades;
- Introduce any viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or similar software to ShowBizTrades;
- Attempt to circumvent any security feature of ShowBizTrades; or
- Expose us or our users to any harm or liability.

### **Applying on ShowBizTrades**

Some of our job postings allow you to complete and submit your application on ShowBizTrades. We provide this service by working directly with an employer or by searching the Internet for the best contact information we can find for an employer. When you click the "Apply" button to submit an application on ShowBizTrades, we send your application to the most appropriate contact information we have on file for that employer.

While we endeavor to make this service the best it can be, employer websites are not controlled by ShowBizTrades, and we cannot guarantee that your application will be properly received and logged by the third-party employer website upon transmission. If you have any reason to think your application was not received by an employer, we suggest you contact them directly to confirm.

### **Links to Third-Party Websites**

ShowBizTrades may contain links to third-party websites placed by us as a service to those interested in this information, or posted by other users. Your use of all such links to third-party websites is at your own risk. We do not monitor or have any control over, and make no claim or representation regarding third-party websites. To the extent such links are provided by us, they are provided only as a convenience, and a link to a third-party website does not imply our endorsement, adoption or sponsorship of, or affiliation with, such third-party website. When you leave ShowBizTrades, our terms and policies do not govern your use of third-party websites.

## **Special Provisions Applicable to Employers**

### **Posting Jobs on ShowBizTrades**

You may not post any job ad that:

- Does not comply with the applicable laws or regulations of the state and country where the job is to be performed, including laws relating to labor and employment, equal employment opportunity and employment eligibility requirements, data privacy, data access and use and intellectual property;
- Contains false information or solicits employees by intentional misrepresentation, such as, misrepresentation of the terms of employment, the hiring entity, or the identity of the poster;
- Requires an application fee or up-front or periodic payments; requires recruitments of others; resembles a multi-level marketing scheme, franchise, pyramid scheme, "club membership", distributorship or sales representative agency arrangement; or only pays commissions (except where the listing makes clear that the available job pays commission only and clearly describes the product or service that the job seeker would be selling);
- Involves any screening requirement where such screening requirement is not an actual and legal requirement of the advertised position;
- Contains any logo or brands, or link to website, other than your own or those of any entity for which you are authorized to submit job ads;
- Contains multiple job openings in a single job ad (unless you've purchased a service that permits this);
- Discriminates against applicants on the basis of gender, race, religion, sexual orientation, age, disability, or any other ground(s) prohibited by applicable law, in each case as determined in ShowBizTrades's reasonable discretion.

### **Reviews on ShowBizTrades**

You may not offer incentives in exchange for company or interview reviews. You may not trade reviews with other employers. We will remove reviews where we have evidence that users were compensated to leave reviews.

You may not coerce employees to leave reviews. Coercion includes asking employees to provide proof to an employer that they wrote a review whether or not that proof includes the content of the review itself.

### **Special Provisions Applicable to Advertisers**

This provision applies to all advertisers, including employers who purchase Job Ads or display ads. Unless we agree otherwise, you may not use or otherwise process data collected or derived from ads ("**Ad Data**") for any purpose (including retargeting, building or augmenting user profiles, allowing piggybacking or redirecting with tags, or combining with data across multiple advertisers' campaigns) other than to assess the performance and effectiveness of your campaigns on an aggregate and anonymous basis. You may not, and you may not permit a third-party to, transfer or sell any Ad Data to, or use Ad Data in connection with, any ad network, ad exchange, data broker, or other party not acting on behalf of you and your campaigns. You may use information provided directly to you from users if you provide clear notice to and obtain consent from those users and comply with all applicable laws and industry guidelines, including those applicable to data protection.

### **Enforcement by ShowBizTrades**

#### **Removal of Content**

While ShowBizTrades has no obligation to do so, ShowBizTrades reserves the right to review and delete (or modify) any Content that we believe, in our sole discretion, violates these Terms or other applicable policies posted on ShowBizTrades, or that we deem, in our sole discretion, inappropriate. If you see any Content on ShowBizTrades that you believe violates our policies, you may report that Content by clicking on an applicable link adjacent to that Content (e.g. links titled: "Inappropriate" or "Flag Review"). Once notified, we will review

the Content and consider whether to remove or modify it. Please note: Our interpretation of our policies and the decision whether or not to edit or remove Content is within our sole discretion. You understand and agree that if we choose not to remove or edit Content that you find objectionable, that decision will not constitute a violation of these Terms or any agreement we have with you.

### **Other Enforcement Actions**

While we have no obligation to do so, we reserve the right to investigate and take appropriate action in our sole discretion against you if you violate these Terms, including without limitation: removing Content from ShowBizTrades (or modifying it); suspending your rights to use ShowBizTrades; terminating your membership and account; reporting you to law enforcement, regulatory authorities, or administrative bodies; and taking legal action against you.

### **Defending Our Users**

While we have no obligation to do so, we reserve the right, to the fullest extent permitted by applicable law, to take appropriate action to protect the anonymity of our users against the enforcement of subpoenas or other information requests that seek a user's electronic address or identifying information.

### **Rights to Your Content**

We do not claim ownership in any Content that you submit to ShowBizTrades, but to be able to legally provide ShowBizTrades to our users, we have to have certain rights to use such Content in connection with ShowBizTrades, as set forth below. By submitting any Content to ShowBizTrades, you hereby grant to us an unrestricted, irrevocable, perpetual, non-exclusive, fully-paid and royalty-free, license (with the right to sublicense through unlimited levels of sublicenses) to use, copy, perform, display, create derivative works of, adapt and distribute such Content in any and all media (now known or later developed) throughout the world. To the greatest extent permitted by applicable law, you hereby expressly waive any and all of your moral rights applicable to ShowBizTrades's exercise of the foregoing license. No compensation will be paid with respect to the Content that you post through ShowBizTrades. You should only submit Content to ShowBizTrades that you are comfortable sharing with others under the terms and conditions of these Terms.

### **Rights to ShowBizTrades Content**

ShowBizTrades contains Content provided by us and our licensors. We and our licensors (including other users) own and retain all proprietary (including all intellectual property) rights in the Content we each provide and ShowBizTrades owns and retains all property rights in ShowBizTrades. If you are a user, we hereby grant you a limited, revocable, non-sublicensable license under the intellectual property rights licensable by us to download, view, copy and print Content from ShowBizTrades solely for your personal use in connection with using ShowBizTrades. Except as provided in the foregoing, you agree not to: (1) reproduce, modify, publish, transmit, distribute, publicly perform or display, sell, adapt or create derivative works based on ShowBizTrades or the Content (excluding Your Content); or (2) rent, lease, loan, or sell access to ShowBizTrades. ShowBizTrades ® is a registered trademark of ShowBizTrades, Inc. The trademarks, logos and service marks ("Marks") displayed on ShowBizTrades are our property or the property of third parties. You are not permitted to use these Marks without our prior written consent or the consent of the third party that owns the Mark.

### **Indemnity**

You agree to defend, indemnify, and hold us and our subsidiaries and our and their respective officers, directors, board members, board advisors, employees, partners, agents successors and assigns (collectively, the "**ShowBizTrades Group**") harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or otherwise arising from your use of ShowBizTrades, including due to or arising from your breach of any provision of these Terms.

## **Disclaimers and Limitation on Liability**

The disclaimers and limitations on liability in this section apply to the maximum extent allowable under applicable law. Nothing in this section is intended to limit any rights you have which may not be lawfully limited.

You are solely responsible for your interactions with advertisers and other users and we are not responsible for the activities, omissions, or other conduct, whether online or offline, of any advertiser or user of ShowBizTrades. We are not responsible for any incorrect, inaccurate, or unlawful Content (including any information in profiles) posted on ShowBizTrades, whether caused by users or by any of the equipment or programming associated with or utilized in ShowBizTrades. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any communication with advertisers or other users. We are not responsible for any problems or technical malfunction of any hardware and software due to technical problems on the Internet or on ShowBizTrades or combination thereof, including any injury or damage to users or to any person's computer related to or resulting from participation or downloading materials in connection with ShowBizTrades. Under no circumstances shall we be responsible for any loss or damage resulting from use of ShowBizTrades or from any Content posted on ShowBizTrades or transmitted to users, or any interactions between users of ShowBizTrades, whether online or offline.

ShowBizTrades is provided "as-is" and as available. We expressly disclaim any warranties and conditions of any kind, whether express or implied, including the warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, or non-infringement. We make no warranty that: (1) ShowBizTrades will meet your requirements; (2) ShowBizTrades will be available on an uninterrupted, timely, secure, or error-free basis; or (3) the results that may be obtained from the use of ShowBizTrades will be accurate or reliable.

You hereby release the ShowBizTrades Group from any and all claims, demands, and losses, damages, rights, claims, and actions of any kind that are either directly or indirectly related to or arises from: (1) any interactions with other users of ShowBizTrades, or (2) your participation in any of our offline events.

IN NO EVENT SHALL THE SHOWBIZTRADES GROUP BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM YOUR USE OF SHOWBIZTRADES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, WHERE PERMITTED BY APPLICABLE LAW, YOU AGREE THAT THE SHOWBIZTRADES GROUP'S LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO YOUR USE OF SHOWBIZTRADES (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO ONE HUNDRED U.S. DOLLARS (\$100).

You acknowledge that you are familiar with applicable laws which provide for: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." You hereby expressly waive and relinquish all rights and benefits as noted above and any law or legal principle of similar effect in any jurisdiction with respect to the releases and/or discharges granted herein, including but not limited to the releases and/or discharges of unknown claims.

## **Termination**

These Terms remain in effect while you use ShowBizTrades and, for registered users, as long as your account remains open. You may delete your account at any time. We may suspend or terminate your account or your access to parts of ShowBizTrades, without notice to you, if we believe that you have violated these Terms. All provisions of these Terms shall survive termination or expiration of these Terms except those granting access to or use of ShowBizTrades. We will have no liability whatsoever to you for any termination of your account or related deletion of your information.

## Changes to Terms

We may revise these Terms from time to time by posting an updated version on ShowBizTrades and you agree that the revised Terms will be effective thirty (30) days after the change is posted. Your continued use of ShowBizTrades is subject to the most current effective version of these Terms.

## Third-Party Discovery

You agree to waive your right to file a pre-suit discovery proceeding seeking a user's identifying information from ShowBizTrades. If you intend to propound discovery seeking a user's identifying information, you agree to do so pursuant to a valid Maryland subpoena, properly issued in connection with an active lawsuit. You further agree that discovery proceedings arising from such subpoenas shall be brought and resolved exclusively in the federal or state courts located within Baltimore County or Baltimore City, Maryland, as appropriate, and you agree to submit to the personal jurisdiction of each of these courts for such discovery proceedings.

## Dispute Resolution

**PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS. YOU AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND SHOWBIZTRADES ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOU AND SHOWBIZTRADES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.**

## Governing Law

This Agreement and any and all claims, disputes, or other legal proceedings by or between you or us, including but not limited to any such claims or disputes that are in any way related to or arising under this Agreement or your access to or use of ShowBizTrades, shall be governed by the laws of the State of Maryland without giving effect to any conflict-of-laws principles that may otherwise provide for the application of the law of another jurisdiction. For any claim, dispute, or other legal proceeding not subject to the "Agreement to Arbitrate" provision below, the claim or dispute shall be brought and litigated exclusively in the state courts located within Baltimore County, Maryland or the federal courts in Baltimore City, Maryland, as appropriate, and you agree to submit to the personal jurisdiction of each of these courts for the purpose of litigating such claims or disputes.

## Agreement to Arbitrate

If you reside in the United States, subject to the *Exceptions to Arbitration* set forth below, you and ShowBizTrades each agree that any and all disputes between consumer users of ShowBizTrades and ShowBizTrades arising under or related in any way to this Agreement and such users' use of ShowBizTrades must be resolved through binding arbitration as described in this section. With the exception of the prohibition on class arbitrations set forth in this "Dispute Resolution" section, if an arbitrator or court decides that any part of this agreement to arbitrate is unenforceable, the other parts of this Agreement to Arbitrate will still apply.

*Exceptions to Arbitration.* This Agreement to Arbitrate will not apply to the following: (a) small claims court cases that qualify; (b) legal proceedings that involve efforts to obtain user-identifying information; (c) any legal proceedings brought against any of the ShowBizTrades Group by companies or other legal entities; and (d) a party's right to 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, trademarks, trade secrets, patents, or other intellectual property rights. If, for some reason, the prohibition on class arbitrations set forth in this Dispute Resolution section cannot be enforced, then the entirety of this Agreement to Arbitrate will not apply. Where this Agreement to Arbitrate does not apply, the remainder of this Agreement and the Dispute Resolution section will continue to apply.

*Informal Dispute Resolution.* If either of us intends to seek arbitration under the agreement, the party seeking arbitration must first notify the other party of the dispute in writing at least 30 days in advance of initiating arbitration. If you have an account on ShowBizTrades, notice to you will be sent to the email address associated with your account. The notice of dispute ("Notice") must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. You may download or copy a form Notice [here](#). If ShowBizTrades and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or ShowBizTrades may commence formal proceeding.

*Arbitration Procedure.* The arbitration will be governed by the Consumer Arbitration Rules of the American Arbitration Association ("**AAA**"), if applicable, as modified by this section. The AAA's rules and a form for initiating the proceeding are available at [www.adr.org](http://www.adr.org). Any settlement offer made by you or ShowBizTrades shall not be disclosed to the arbitrator. Unless otherwise required by the applicable arbitration rules, the arbitration shall be held in Baltimore County, Maryland. For any claim where the total amount of the award sought is \$10,000 or less, you and ShowBizTrades may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and ShowBizTrades subject to the arbitrator's discretion to require an in-person hearing. In cases where an in-person hearing is held, you or ShowBizTrades may attend by telephone, unless the arbitrator requires otherwise. The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different users, but is bound by rulings in prior arbitrations involving the same ShowBizTrades user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

**Opt-Out Procedure. IF YOU ARE A SHOWBIZTRADES USER, YOU CAN CHOOSE TO REJECT THIS AGREEMENT TO ARBITRATE ("OPT-OUT") BY MAILING US A WRITTEN OPT-OUT NOTICE ("OPT-OUT NOTICE"). THE OPT-OUT NOTICE MUST BE POSTMARKED NO LATER THAN 30 DAYS AFTER THE DATE THESE TERMS FIRST BECAME APPLICABLE TO YOU. YOU MUST EMAIL THE OPT-OUT NOTICE TO SHOWBIZTRADES.**

This procedure is the only way you can opt out of this Agreement to Arbitrate. If you opt out of the Agreement to Arbitrate, all other parts of the Agreement and its Dispute Resolution section will continue to apply to you. Opting out of this agreement to arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

*Changes to the Agreement to Arbitrate.* Notwithstanding any provision in these Terms to the contrary, you and we agree that if we make any changes to this "Arbitration" section (other than an change to any referenced notice address or site link) in the future, that change will not apply to any claim that was filed in a legal proceeding prior to the effective date of the change. The change will apply to all other disputes or claims governed by this Arbitration section that have arisen or may arise between you and ShowBizTrades. We will notify you of changes to this Arbitration section by posting the changes on ShowBizTrades at least 30 days before the effective date of the changes and by email. If you do not agree to these changed terms, you may close your account within the 30 day period and you will not be bound by the changes.

## **Other**

Except as specifically stated in another agreement we have with you, these Terms constitute the entire agreement between you and us regarding the use of ShowBizTrades and these Terms supersede all prior proposals, negotiations, agreements, and understandings concerning the subject matter of these Terms. You represent and warrant that no person has made any promise, representation, or warranty, whether express or implied, not contained herein to induce you to enter into this agreement. Our failure to exercise or enforce any right or provision of the Terms shall not operate as a waiver of such right or provision. If any provision of the Terms is found to be unenforceable or invalid, then only that provision shall be modified to reflect the parties' intention or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable. To the extent allowed by law, the English version of this Agreement is binding and the translations are provided for convenience only. The Terms, and any rights or obligations hereunder, are not assignable, transferable or sublicensable by you except with ShowBizTrades's prior written consent, but may be assigned or transferred by us without restriction. Any attempted assignment by you shall violate these Terms and be void. The section titles in the Terms are for convenience only and have no legal or contractual effect; as used in the Terms, the word "including" means "including but not limited to." Please contact us with any questions regarding these Terms at [support@showbiztrades.com](mailto:support@showbiztrades.com).



