

## TERMS OF USE

Last Updated: January 1, 2026

To download and/or print this Terms of Use ("Terms"), click [here](#).

Please read these Terms and Conditions ("Terms") carefully before using our websites and software, or any other online services provided by Knighthead Life ("Knighthead Life", "we", or "us" or "our") that post a link to these Terms (the "Service(s)"). By visiting or otherwise using the Services in any manner, you agree to the then posted Terms and any applicable Additional Terms (defined below), to be bound by them, and that you have read and understood them. You also acknowledge, agree and consent to our data practices as described in our [Privacy Policy](#).

These Terms affect your legal rights, responsibilities and obligations and govern your use of the Services, are legally binding, limit Knighthead Life's liability to you and require you to indemnify us and to settle certain disputes through individual arbitration. These Terms include a [Class Action Waiver](#), [Jury Waiver](#), and [Arbitration and Dispute Terms](#). Please review carefully. **If you do not wish to be bound by these Terms and any Additional Terms, do not use the Services and uninstall Service downloads and applications.**

In some instances, additional or different terms, posted on the Services, apply to your use of certain parts of the Services (individually and collectively "Additional Terms"). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise.

### Additional Terms

In some instances, additional or different terms, posted on the Services, apply to your use of certain parts of the Services (individually and collectively, "Additional Terms"). To the extent there is a conflict between these Terms and any Additional Terms, these Terms will control unless the Additional Terms expressly state otherwise.

### Updates to these Terms

We may prospectively change these Terms and any applicable Terms by posting new or updated terms on the Services as more fully explained in the Updated to these Terms section.

## I. OWNERSHIP

The Service and all of its content ("Content"), including all copyrights, patents, trademarks, service marks, trade names and all other intellectual property rights therein ("Intellectual Property"), are owned or controlled by Knighthead Life, our licensors, and certain other third parties. All right, title, and interest in and to the Content and Intellectual Property available via the Service is the property of Knighthead Life, our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent and/or other Intellectual Property and unfair competition rights and laws to the fullest extent possible. Knighthead Life owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Service.

## II. YOUR RIGHTS TO USE THE SERVICE AND CONTENT

Your right to use the Services and Content is subject to your strict compliance with these Terms and Additional Terms. Your right to access and use the Services and the Intellectual Property shall automatically terminate upon any violations. These rights are non-exclusive, limited, and revocable by us at any time in our sole discretion without advance notice or liability. As your right to access and use the Services and Content is personal to you, you may not assign nor transfer your right; any attempt to do so is void. You may, for your personal, non-commercial, lawful use only (collectively, the following are the "Knighthead Life Licensed Elements"):

1. Display, view, use, and play the Content on a computer, mobile or other internet enabled or permitted device ("Device") and/or print one copy of the Content (excluding source and object code in raw form or otherwise) as it is displayed to you;

2. Stream the Content using any of the widgets and/or other digital streaming internet video players, if any, provided on the Services;
3. Subject to any Additional Terms, if the Services include a “Send to Friend,” social media sharing or similar tool that allows you to initiate and send to one or more of your contacts a communication that includes content, or to post our content to third-party services or your own site or online service, and the tool is operational, use the tool to do so; provided, however, that you do not do so in any manner that violates applicable law or third-party rights or reflects negativity on us, and only send to recipients you have permission to contact;
4. If the Services include a “Download” link next to a piece of Content, you may only download a single copy of such Content to a single Device;
5. If made available to you, obtain a registered personal account (and/or related username and password) on the Services and interact with the Services in connection therewith;
6. Link to the Services from a website or other online service, so long as: (a) the links only incorporate text, and do not use any Knighthead Life names, logos, or images, (b) the links and the content on your website do not suggest any affiliation with Knighthead Life or cause any other confusion, and (c) the links and the content on your website do not portray Knighthead Life or its products or services in a false, misleading, derogatory, or otherwise offensive manner, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third-party or are otherwise objectionable to Knighthead Life. Knighthead Life reserves the right to suspend or prohibit linking to the Services for any reason, in its sole discretion, without advance notice or any liability of any kind to you or any third-party; and
7. Use any other functionality expressly provided by Knighthead Life on or through the Services for use by users, subject to these Terms (including, without limitation, functionality to create and/or post User-Generated Content (as defined below)) and any Additional Terms.

### **III. RIGHTS OF OTHERS**

In using the Service, you must respect the Intellectual Property and rights of others and Knighthead Life. Your unauthorized use of Content may violate the rights of others and applicable laws, and may result in your civil and criminal liability. If you believe that your work has been infringed via the Service, see the [Procedure for Copyright Infringement](#) section below.

### **IV. RESERVATION OF ALL RIGHTS NOT GRANTED AS TO CONTENT AND SERVICE**

These Terms and any Additional Terms include only narrow, limited grants of rights to use and access the Service and content. No other right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU ARE RESERVED BY KNIGHTHEAD LIFE AND ITS LICENSORS AND OTHER THIRD PARTIES. *Any unauthorized use of any Content or the Service for any purpose is prohibited.*

### **V. THIRD-PARTY SERVICES**

We are not responsible for third parties or their content, advertisement(s), apps or sites (“Third-Party Services”). For instance, portions of the Service may be integrated into or linked to third-party sites, platforms and apps that we do not control. Similarly, we may make third-party ads and other Third-Party Services, which we also may not control, available to you on or via our Service. This may include the ability to register or sign in to our Services using Facebook Connect or other third-party tools, and to post content on Third-Party Services using their plug-ins made available on our Services. Use caution when dealing with third parties and consult their terms of use and privacy policies. We do not take responsibility for Third-Party Services

### **VI. CONTENT YOU SUBMIT**

You represent and warrant you have the right to and grant us a non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, transferable and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of any material or information you post or submit to us (on or via the Service, or by means other than the Service, including without limitation via our social media pages and accounts such as Facebook, X (f/k/a Twitter) and LinkedIn) ("Submissions"), and derivative works thereof, for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same, all without any obligation to you not required by applicable law, or explicit terms of our [Privacy Policy](#) or applicable Additional Terms. As permitted by applicable law, and subject to any explicit terms of our [Privacy Policy](#) and applicable Additional Terms, you also irrevocably consent to our use and association of your name (and, if part of a Submission, your likeness) in connection with your Submissions and derivatives thereof. As permitted by applicable law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any Submissions, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section. In addition, we and our successors, assigns and licensees retain all of the rights held by members of the general public with regard to your Submissions. Our receipt of your Submissions is not an admission of their novelty, priority, or originality, and it does not impair our right to contest existing or future Intellectual Property rights relating to your Submissions.

## **VII. SERVICES AND CONTENT USE RESTRICTIONS**

### **A. Service Use Restrictions**

You agree that you will not: (i) use the Services for any political or commercial purpose (including, without limitation, for purposes of advertising, soliciting funds, collecting product prices, and selling products); (ii) use any meta tags or any other "hidden text" utilizing any Intellectual Property; (iii) engage in any activities through or in connection with the Services that seek to attempt to or do harm any individuals or entities or are unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third-party, or are otherwise objectionable to Knighthead Life; (iv) decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Services by any means whatsoever or modify any Service source or object code or any Software or other products, services, or processes accessible through any portion of the Services; (v) engage in any activity that interferes with a user's access to the Services or the proper operation of the Services, or otherwise causes harm to the Services, Knighthead Life, or other users of the Services; (vi) interfere with or circumvent any security feature (including any digital rights management mechanism, device or other content protection or access control measure) of the Services or any feature that restricts or enforces limitations on use of or access to the Services, the Content, or the Submissions; (vii) harvest or otherwise collect or store any information (including personally identifiable information about other users of the Services, including email addresses, without the express consent of such users); (viii) attempt to gain unauthorized access to the Services, other computer systems or networks connected to the Services, through password mining or any other means; or (ix) otherwise violate these Terms or any applicable Additional Terms.

### **B. Content Use Restrictions**

You also agree that, in using the Services, you: (i) will not monitor, gather, copy, or distribute the Content (except as may be a result of standard search engine activity or use of a standard browser) on the Services by using any robot, rover, "bot", spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; (ii) will not frame or utilize framing techniques to enclose any such content (including any images, text, or page layout); (iii) will keep intact all Trademark, copyright, and other Intellectual Property and other notices contained in such content; (iv) will not use such content in a manner that suggests an unauthorized association with any of our or our licensors' products, services, or brands; (v) will not make any modifications to such content (other than to the extent of your specifically permitted use of the Knighthead Life Licensed Elements, if applicable); (vi) will not

copy, modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate or transfer to any third-party or on any third-party application or website, or otherwise use or exploit such content in any way for any purpose except as specifically permitted by these Terms or any applicable Additional Terms or with the prior written consent of an officer of Knighthead Life or, in the case of content from a licensor, the owner of the content; and (vii) will not insert any code or product to manipulate such content in any way that adversely affects any user experience or the Services.

### **C. Availability of Service and Content**

Knighthead Life, in its sole discretion without advance notice or liability, may immediately suspend or terminate the availability of the Services and/or Content (and any elements and features of them), in whole or in part, for any reason, in Knighthead Life's sole discretion, and without advance notice or liability.

## **VIII. CREATING AN ACCOUNT**

If you register with us or create an account, you are solely responsible and liable for the security and confidentiality of your access credentials and for restricting access to your Device and for all activity under your account. Usernames and passwords must be personal and unique, must not violate the rights of any person or entity, and must not be offensive. We may reject the use of any password, username, or email address for any reason in our sole discretion. You are solely responsible for your registration information and for updating and maintaining it. You will immediately notify us at [compliance@knightheadinsurance.com](mailto:compliance@knightheadinsurance.com) of any unauthorized use of your account, password, or username, or any other breach of security, but will remain responsible for any unauthorized use thereafter. You will not sell, transfer, or assign your account or any account.

Accounts may only be set up by an authorized representative of the individual that is the subject of the account and individuals, as described in the Who May Use the Services? section. We do not review accounts for authenticity and are not responsible for any unauthorized accounts that may appear on the Services. For any dispute as to account creation or authenticity, we shall have the sole right, but are not obligated, to resolve such dispute as we determine appropriate, without notice.

## **IX. PROCEDURE FOR ALLEGING COPYRIGHT INFRINGEMENT**

### **A. DMCA Notice**

We respect the intellectual property rights of others, and require that the people who use the Services, or the Services or features made available on or through the Services, do the same. It is our policy to respond appropriately to clear notices of alleged copyright infringement, as set forth more fully below. At its own discretion, Knighthead Life may remove content that may be infringing on another person's intellectual property rights with or without notice to the potential infringer. In accordance with the U.S. Digital Millennium Copyright Act ("DMCA") and other applicable law, Knighthead Life has adopted a policy of terminating, in appropriate circumstances, users who are deemed to be repeat infringers.

### **B. DMCA Takedown Procedure**

If you believe that your work has been copied in a way that constitutes copyright infringement, please forward the following information to our Copyright Agent, designated as such pursuant to the DMCA, 17 U.S.C. § 512(c)(2), named below:

- A legend or subject line that says: "DMCA Copyright Infringement Notice";
- Your full name, address, telephone number, and email address;
- A description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;

- A description of where the alleged infringing material is located that is reasonably sufficient to permit us to locate the material (please include the full URL of the page(s) on the Services on which the material appears);
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Knighthead Life will only respond to DMCA Notices that it receives by mail or email to our Copyright Agent: [insert Name, Title, Email]. For more information, you may contact us at [compliance@knightheadinsurance.com](mailto:compliance@knightheadinsurance.com).

It is often difficult to determine if your copyright has been infringed. Knighthead Life may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and Knighthead Life may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

We may send the information that you provide in your notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification.

Without limiting Knighthead Life's other rights, Knighthead Life may, in appropriate circumstances, terminate a repeat infringer's access to the Platform or any part thereof and any other platform or service owned or operated by Knighthead Life.

### **C. Counter-Notification**

If access on the Services to a work that you submitted to Knighthead Life is disabled or the work is removed because of a DMCA Copyright Infringement Notice, and if you believe that the disabled access or removal is the result of mistake or misidentification, then you may send us a DMCA Counter-Notification to the email address above. Your DMCA Counter-Notification should contain the following information:

- a legend or subject line that says: "DMCA Counter-Notification";
- a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (please include the full URL of the page(s) on the Services from which the material was removed or access to it disabled);
- a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled because of mistake or misidentification of the material to be removed or disabled;
- your full name, address, telephone number, email address, and the username associated with your account;
- a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the Western District of North Carolina), and that you will accept service of process from the person who provided DMCA notification to us or an agent of such person; and
- your electronic or physical signature.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than ten (10) and not more than fourteen (14) business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the email addresses above that the party

who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Services. You should also be aware that we may forward the Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

## **X. NOTICES, QUESTIONS AND CUSTOMER SERVICES**

You agree that we may give you notices or otherwise respond to you by mail or to your email (if we have it on file) or in any other manner reasonably elected by us. All legal notices to us must be sent to: Knighthead Life, 1900 South Blvd, Suite 300, Charlotte, NC 28203. If you have a question regarding the Service, you may contact Knighthead Life by sending an email to [compliance@knightheadinsurance.com](mailto:compliance@knightheadinsurance.com) or calling us at 833-637-4854. You acknowledge that we have no obligation to provide you with customer support of any kind and that customer service personnel cannot change or waive Terms or applicable Additional Terms.

## **XI. PRODUCT SPECIFICATIONS; PRICING; TYPOGRAPHICAL ERRORS**

We strive to accurately describe our products or services offered on the Services; however, we do not warrant that such specifications, pricing, or other content on the Services are complete, accurate, reliable, current, or error-free.

## **XII. ARBITRATION AND DISPUTE TERMS**

### **A. Forum Selection/Jurisdiction**

Jurisdiction and venue for any controversy, allegation, or claim arising out of or relating to the Services, the Content, your Submissions, these Terms, or any applicable Additional Terms, (collectively, "Dispute") shall be in Charlotte, North Carolina. Each party submits to personal jurisdiction and venue in Charlotte, North Carolina for any and all purposes.

### **B. Pre-Arbitration Notification**

Knighthead Life and you agree that it would be advantageous to discuss and hopefully resolve any Disputes before formal proceedings are initiated; provided, however, that Knighthead Life need not do so in circumstances where its claims of Intellectual Property rights are concerned ("IP Disputes," with all other disputes referred to as "General Disputes"). The party making a claim – whether you or Knighthead Life – shall send a letter to the other side briefly summarizing the claim and the request for relief. If Knighthead Life is making a claim, the letter shall be sent, via email, to the email address listed in your Knighthead Life account, if applicable. If no such information exists or if such information is not current, then we have no notification or delay obligations under this Section. If you are making a claim, the letter shall be sent to Knighthead Life, 1900 South Blvd, Suite 300, Charlotte, NC 28203 (Attn: General Counsel). If the Dispute is not resolved within sixty (60) days after notification, the claimant may proceed to initiate proceedings as set forth this Section XII. Either you or Knighthead Life, however, may seek provisional remedies (such as preliminary injunctive relief, subject to Section XII.D) before the expiration of this sixty (60)-day period.

### **C. Arbitration of Claims**

Unless you give us notice of opt-out within five (5) business days of your first use of the Services, addressed to: Knighthead Life Insurance Co., 1900 South Blvd, Suite 300, Charlotte, NC 28203 (Attn: General Counsel). All actions or proceedings arising in connection with, touching upon or relating to any Dispute, or the scope of the provisions of this Section, shall be submitted to JAMS ([www.jamsadr.com](http://www.jamsadr.com)) for final and binding arbitration under its Comprehensive Arbitration Rules and Procedures if the matter in dispute is over \$250,000 or under its Streamlined Arbitration Rules and Procedures if the matter in dispute is \$250,000 or less, to be held in Charlotte, North Carolina, before a single arbitrator. If the matter in dispute is between Knighthead Life and a consumer, the matter shall be submitted to JAMS in accordance with its Policy on Consumer Arbitration Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness. The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, then by striking from a list of arbitrators supplied by JAMS. We may have the right to pay the JAMS fees if required for arbitration to be enforceable. If you are a consumer, you have the right to an in-person hearing. The arbitration shall be a confidential proceeding, closed to the



general public; provided, however, that a party may disclose information relating to the arbitration proceedings to its and its affiliates' lawyers, insurance providers, auditors and other professional advisers. The fact that there is a dispute between the parties that is the subject of arbitration shall be confidential to the same extent. The parties may engage in the discovery or exchange of non-privileged information relevant to the dispute. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based. Neither party shall be entitled or permitted to commence or maintain any action in a court of law with respect to any matter in dispute until such matter shall have been submitted to arbitration as herein provided and then only for the enforcement of the arbitrator's award; provided, however, that prior to the appointment of the arbitrator or for remedies beyond the jurisdiction of an arbitrator, at any time, either party may seek pendente lite relief (subject to the provisions of these Terms waiving or limiting that relief) in a court of competent jurisdiction in Mecklenburg County, North Carolina or, if sought by Knighthead Life, such other court that may have jurisdiction over you, without thereby waiving its right to arbitration of the dispute or controversy under this Section; provided further, however, that the losing party shall have fifteen (15) business days after the issuance of the arbitrator's decision to fully comply with such decision, after which the prevailing party may enforce such decision by a petition to the Charlotte, North Carolina or, in the case of you, such other court having jurisdiction over you, which may be made ex parte, for confirmation and enforcement of the award.

#### **D. Additional Procedures for Multiple Case Filings**

You and Knighthead Life agree that these additional procedures for multiple case filings shall also apply (in addition to the other provisions of this arbitration agreement and the applicable JAMS rules) if you choose to bring your dispute as part of seventy-five (75) or more individual arbitration demands of a substantially similar nature with the assistance of the same law firm, group of law firms, or organizations ("Multiple Case Filing"). For the avoidance of doubt, this includes where you choose to participate in a Multiple Case Filing against us; for example, where your counsel asserts your Dispute against us in a Multiple Case Filing. Please be aware that if you do so, the resolution of your Dispute might be delayed and ultimately proceed in court. You and we agree that as part of these procedures, the parties' counsel shall meet and confer in good faith in an effort to resolve the Disputes, streamline procedures, address the exchange of information, modify the number of Disputes to be adjudicated, and conserve the parties' and the arbitrator's resources. The limitations period(s) applicable to each arbitration demand within a Multiple Case Filing, including any applicable statutes of limitations and the requirement to file within one (1) year, shall remain tolled from the time a party makes a pre-arbitration demand to the time when that party files the arbitration demand with the arbitration provider.

*STAGE ONE:* If at least seventy-five (75) disputes are submitted as part of the Multiple Case Filing, you and we shall select thirty-six (36) Disputes (eighteen (18) per side) to proceed as cases in individual arbitrations ("Bellwether Arbitrations") as part of this initial staged process. The number of Disputes to be selected to proceed in Stage One can be increased by agreement of counsel for the parties (and if there are fewer than 75 disputes, all shall proceed individually in Stage One). While the Bellwether Arbitrations are adjudicated, no other demand for arbitration that is part of the Multiple Case Filing may be processed, administrated, or adjudicated, and no filing or other administrative costs for such a demand for arbitration shall be due from either party to the arbitration provider. If, contrary to this provision, a party prematurely files non-Bellwether Arbitrations with the arbitration provider, the parties agree that the arbitration provider shall hold those demands in abeyance. Following resolution of the Bellwether Arbitrations, the parties shall participate in a global mediation of all the remaining demands from the Multiple Case Filings, with a mediator jointly selected by counsel of the parties in an effort to resolve the remaining Disputes that are a part of the Multiple Case Filing.

*STAGE TWO:* If the remaining Disputes from the Multiple Case Filings have not been resolved at the conclusion of Stage One, you and we shall select fifty (50) Disputes (twenty-five (25) per side) to proceed as cases in individual arbitrations as Bellwether Arbitrations as part of Stage Two. The number of Disputes to be selected to proceed as part of Stage Two can be increased by agreement of counsel for the parties (and if there are fewer than 50 Disputes, all shall proceed individually in Stage Two). The remaining Disputes shall not be filed or deemed filed in arbitration nor shall any arbitration fees be assessed or collected in connection with those claims. After this second set of staged proceedings, the parties shall engage in a global mediation session of all remaining Disputes from the Multiple Case Filing with a retired mediator jointly selected by counsel in an effort to resolve the remaining Disputes (as informed by the adjudications of cases in Stages One and Two). Upon the completion of the mediation set forth in Stage Two, each remaining Dispute (if any) that is not settled

or not withdrawn shall be opted out of arbitration and may proceed in a court of competent jurisdiction consistent with the remainder of these Terms. Notwithstanding the foregoing, counsel for the parties may mutually agree in writing to proceed with the adjudication of some or all of the remaining disputes in individual arbitrations consistent with the process set forth in Stage Two (except Disputes shall be randomly selected and mediation shall be elective by agreement of counsel) or through another mutually agreeable process. A court of competent jurisdiction shall have the authority to enforce the Additional Procedures for Multiple Case Filings, including the power to enjoin the filing or prosecution of arbitrations and the assessment or collection of arbitration fees. The Additional Procedures for Multiple Case Filings provision and each of its requirements are essential parts of this Arbitration Agreement. If, after exhaustion of all appeals, either an arbitrator or a court of competent jurisdiction decides that the Additional Procedures for Multiple Case Filings apply to your dispute and are not enforceable, then your dispute shall not proceed in arbitration and shall only proceed in a court of competent jurisdiction consistent with the remainder of the Terms.

*Timing of Bellwether Arbitrations.* The parties shall work in good faith with the arbitrator to complete each Bellwether Arbitration (in each stage, i.e., Stage One, Stage Two, and if agreed, subsequent stages) within one hundred and twenty (120) calendar days of its initial pre-hearing conference. The parties agree that the Bellwether Arbitrations process is designed to achieve an overall faster, more efficient, and less costly mechanism for resolving Multiple Case Filings, including the claims of individuals who are not selected for a Bellwether Arbitration.

#### **E. Limitation on Injunctive Relief**

AS PERMITTED BY APPLICABLE LAW, IF YOU CLAIM THAT YOU HAVE INCURRED ANY LOSS, DAMAGES, OR INJURIES IN CONNECTION WITH YOUR USE OF THE SERVICE, THEN THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE DEEMED IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF OF ANY KIND. THIS MEANS (WITHOUT LIMITATION) THAT, IN CONNECTION WITH YOUR CLAIM, YOU AGREE THAT YOU WILL NOT SEEK, AND THAT YOU WILL NOT BE PERMITTED TO OBTAIN, ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, UGC, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED, OR CONTROLLED BY ANY KNIGHTHEAD LIFE PARTY (DEFINED BELOW) (INCLUDING YOUR LICENSED UGC) OR A LICENSOR OF ANY KNIGHTHEAD LIFE PARTY.

#### **F. Governing Law**

These Terms and any applicable Additional Terms, General Disputes and IP Disputes, and any other claim brought by you against Knighthead Life or by Knighthead Life against you pursuant to this section, or otherwise related to the Service, Content, Knighthead Life Licensed Elements, UGC or other Knighthead Life products or services, will be governed by, construed, and resolved in accordance with, the laws of North Carolina, U.S.A., without regard to its conflicts of law provisions that might apply the laws of another jurisdiction. This Section XIII shall be governed solely by the Federal Arbitration Act, 9 U.S.C. §1, et seq., and not by the law of any state, and is enforceable pursuant to its terms on a self-executing basis. You and Knighthead Life agree that we intend that this Section XII satisfies the “writing” requirement of the Federal Arbitration Act. This Section XII can only be amended by mutual agreement. Either party may seek enforcement of this Section XII in any court of competent jurisdiction. The arbitrator shall determine any and all challenges to the arbitrability of a claim.

#### **G. Class Action Waiver**

As permitted by applicable law, both you and Knighthead Life waive the right to bring any Dispute as a class, consolidated, representative, collective, or private attorney general action, or to participate in a class, consolidated, representative, collective, or private attorney general action regarding any Dispute brought by anyone else. Notwithstanding any provision in the JAMS Comprehensive Arbitration Rules and Procedures to the contrary, the arbitrator shall not have the authority or any jurisdiction to hear the arbitration as a class, consolidated, representative, or private attorney general action or to consolidate, join, or otherwise combine the Disputes of different persons into one proceeding. Notwithstanding the arbitration provision set forth above, if the provision regarding waiver of class, collective, representative, and private attorney general claims of this Section XII found to be void or otherwise unenforceable, any such class, collective,



representative, or private attorney general claims must be heard and determined through an appropriate court proceeding, and not in arbitration.

#### **H. Jury Waiver**

AS PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING UNDER, IN CONNECTION WITH, TOUCHING UPON OR RELATING TO THESE TERMS, THE BREACH THEREOF AND/OR THE SCOPE OF THE PROVISIONS OF THIS SECTION, WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

#### **I. Small Claims Matters**

Notwithstanding the foregoing, either of us may bring qualifying claim of General Dispute (but not IP Disputes) in small claims court, subject to Section XII.G.

The provisions of this Section XII shall supersede any inconsistent provisions of any prior agreement between the parties. This Section XII shall remain in full force and effect notwithstanding any termination of your use of the Service or these Terms.

### **XIII. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.**

AS PERMITTED BY APPLICABLE LAW, YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR SOLE RISK AND THE SERVICE IS PROVIDED ON AN "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS" BASIS. To the fullest extent permissible by applicable law, Knighthead Life and their direct and indirect parents, subsidiaries, affiliates, and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns (collectively, "Knighthead Life Parties") hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, in connection with, or otherwise directly or indirectly related to, without limitation, the Service, Content, Knighthead Life Licensed Elements, UGC or other Knighthead Life products or services, except as set forth below.

EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED HEREIN, OR IN APPLICABLE ADDITIONAL TERMS, OR AS OTHERWISE REQUIRED BY APPLICABLE LAW, KNIGHTHEAD LIFE PARTIES HEREBY FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.

NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT EXPAND OR LIMIT KNIGHTHEAD LIFE PARTIES' LIABILITY FOR PERSONAL INJURY TO YOU CAUSED BY KNIGHTHEAD LIFE PARTIES TO THE EXTENT NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW; OR ANY CAUSE OF ACTION YOU MAY HAVE AGAINST KNIGHTHEAD LIFE PARTIES THAT IS NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW.

### **XIV. LIMITATIONS OF OUR LIABILITY**

AS PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL ANY KNIGHTHEAD LIFE PARTIES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND, including personal injury or death or for any direct, indirect, economic, exemplary, special, punitive, incidental, or consequential losses or damages of any kind, including without limitation loss of profits, in connection with, or otherwise directly or indirectly related to, without limitation, the Services, Content, Knighthead Life Licensed Elements, Submissions or other Knighthead Life products or services, except, to the extent not waivable under applicable law.

The foregoing limitations of liability will apply even if any of the events or circumstances were foreseeable and even if Knighthead Life Parties were advised of or should have known of the possibility of such losses or damages, regardless of

whether you bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the Services).

EXCEPT AS PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL KNIGHTHEAD LIFE PARTIES' TOTAL LIABILITY TO YOU, FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE SERVICES AND YOUR RIGHTS UNDER THESE TERMS, EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE PAID KNIGHTHEAD LIFE IN CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE THE CLAIM(S).

#### **XV. UPDATES TO TERMS**

It is your responsibility to review the posted Terms and any applicable Additional Terms each time you use the Service (at least prior to each transaction or submission). EACH TIME YOU SIGN IN TO OR OTHERWISE USE THE SERVICE YOU ARE ENTERING INTO A NEW AGREEMENT WITH US ON THE THEN APPLICABLE TERMS AND CONDITIONS AND YOU AGREE THAT WE MAY NOTIFY YOU OF NEW TERMS BY POSTING THEM ON THE SERVICE (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT), AND THAT YOUR USE OF THE SERVICE AFTER SUCH NOTICE CONSTITUTES YOUR GOING FORWARD AGREEMENT TO THE NEW TERMS FOR YOUR NEW USE AND TRANSACTIONS. Any new Terms or Additional Terms will be effective as to new use and transactions as of the time that we post them, or such later date as may be specified in them or in other notice to you. In the event any notice to you of new, revised, or additional terms is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement occurs. You can reject any new, revised or additional terms by discontinuing use of the Service.

#### **XVI. GENERAL PROVISIONS**

##### **A. Knighthead Life's Consent or Approval**

As to any provision in these Terms or any applicable Additional Terms that grants Knighthead Life a right of consent or approval or permits Knighthead Life to exercise a right in its "sole discretion," Knighthead Life may exercise that right in its sole and absolute discretion. No Knighthead Life consent or approval may be deemed to have been granted by Knighthead Life without being in writing and signed by an officer of Knighthead Life.

##### **B. Consent to Electronic Contacting and Receiving Electronic Records**

When you use our Services, including signing up to receive email or text messages, you consent to receive electronic records from us and consent to us contacting you electronically. We will try to promptly respond to all inquiries, but we are not obligated to do so. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree that any time you electronically transact, agree or consent via the Services it is intended to be an electronic signature which binds you as if you had signed on paper. You agree that your use of the Services, other than to read the Terms (or Additional Terms) and Privacy Policy, constitutes agreement to the Terms, and any applicable Additional Terms, then posted without further action by you. In order to withdraw your consent, update your contact information, or obtain paper copies of electronic records, you must contact us as outlined in the [Creating an Account](#) section, and stop using the Services. If you withdraw your consent, you will be removed from any email or text message program. If there is a cost to provide you with paper copies of electronic records, we will disclose that to you prior to sending you electronic records. Your consent to receive electronic records applies to your use of the Services, including any email or text messages programs. Your devices must be able to review websites and electronic documents, receive email, or receive text messages to receive electronic records, depending on whether you are using the Services, or subscribing to email or text messages.

##### **C. Indemnity**

As permitted by applicable law, you agree to, and you hereby, defend (if requested by Knighthead Life), indemnify, and hold Knighthead Life Parties harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any Knighthead Life Party,

or on account of the investigation, defense, or settlement thereof, arising out of or in connection with: (i) your Submissions; (ii) your use of the Services and your activities in connection with the Services; (iii) your breach or alleged breach of these Terms or any applicable Additional Terms; (iv) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Services or your activities in connection with the Services; (v) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (vi) any misrepresentation made by you; and (vii) Knighthead Life Parties' use of the information that you submit to us (including your Submissions) subject to our Privacy Policy (all of the foregoing, "Claims and Losses"). You will cooperate as fully required by Knighthead Life Parties, in the defense of any Claim and Losses. Notwithstanding the foregoing, Knighthead Life Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. Knighthead Life Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of a Knighthead Life Party. This section is not intended to limit any causes of action against us that you may have but are not waivable under applicable law.

#### **D. Severability; Interpretation**

If any provision of these Terms, or any applicable Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms or the applicable Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the applicable Additional Terms. To the extent permitted by applicable law, you agree to waive and will waive, any applicable statutory and common law that may permit a contract to be construed against its drafter.

#### **E. Investigations; Cooperation with Law Enforcement; Termination; Survival**

As permitted by applicable law, Knighthead Life reserves the right, without limitation, to: (i) investigate any suspected breaches of its Service security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms and any applicable Additional Terms, (iii) use any information obtained by Knighthead Life in accordance with its Privacy Policy in connection with reviewing law enforcement databases or complying with applicable laws and use and/or disclose any information obtained by Knighthead Life to comply with law enforcement requests or legal requirements in accordance our Privacy Policy, (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, (v) prosecute violators of these Terms and any applicable Additional Terms, and (vi) discontinue the Service, in whole or in part, or, suspend or terminate your access to it, in whole or in part, including any user accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third-party. Any suspension or termination will not affect your obligations to Knighthead Life under these Terms or any applicable Additional Terms. Upon suspension or termination of your access to the Service, or upon notice from Knighthead Life, all rights granted to you under these Terms or any applicable Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Service. The provisions of these Terms and any applicable Additional Terms, which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to Knighthead Life in these Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration.

#### **F. Assignment**

Knighthead Life may assign its rights and obligations under these Terms and any applicable Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any applicable Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of Knighthead Life.

#### **G. Complete Agreement; No Waiver**

These Terms, and any applicable Additional Terms, reflect our complete agreement regarding the Services and supersede any prior agreements, representations, warranties, assurances or discussion related to the Services. Except as expressly set forth in these Terms or any applicable Additional Terms, (i) no failure or delay by you or Knighthead Life in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms or any applicable Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

#### **H. California Consumer Rights and Notices**

California residents can obtain information on our privacy practices, including how we comply with the California Online Privacy Protection Act and the California Shine the Light Act in our Privacy Policy.

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