

TERMS OF USE

Lokkout.com Terms of Use

Last Updated: December 1, 2020

Lokkout.com is owned and operated by Lokkout, INC. These Terms of Service ("**Terms**") apply to your access to and use of the website provided Lokkout, INC and our parents, subsidiaries and affiliates (collectively, "**Lokkout.com**," "**we**" or "**us**") where these Terms are posted (collectively, our "**Service**"). **By accessing or using our Service, you agree to these Terms. If you do not agree to these Terms, including the mandatory arbitration provision and class action waiver in Section 15, do not access or use our Service.**

Please refer to our Privacy Policy for information about how we collect, use and share information about you when you attend Lokkout.com events, access or use the Lokkout.com Service or otherwise interact with us in connection with Lokkout.com.

If you have any questions about these Terms, our Service or our events, please contact us at info@Lokkout.com.

1. ELIGIBILITY

You must be at least 18 years of age to access or use our Service. If you are accessing or using our Service on behalf of another person or entity, you represent that you are authorized to accept these Terms on that person or entity's behalf and that the person or entity agrees to be responsible to us if you or the other person or entity violates these Terms.

2. USER ACCOUNTS AND ACCOUNT SECURITY

You may need to register for an account or use your credentials (e.g., username and password) from a third-party social media platform to access some or all of our Service. If you register for an account, you must provide accurate account information and promptly update this information if it changes. You also must maintain the security of your account and promptly notify us if you discover or suspect that someone has accessed your account without your permission. You are responsible for all activities that occur in connection with your account and accept all risks of unauthorized access.

3. PROHIBITED CONDUCT

You will not violate any applicable law, contract, intellectual property or other third-party right or commit a tort, and you are solely responsible for your conduct while accessing or using our Service. You will not:

- Use our Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Service or that could damage, disable, overburden or impair the functioning of our Service in any manner;
- Reverse engineer any aspect of our Service or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of our Service;
- Attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of our Service that you are not authorized to access;
- Develop any third-party applications that interact with our Service without our prior written consent, including any scripts designed to scrape or extract data from our Service;
- Bypass or ignore instructions contained in the robots.txt file, that controls automated access to portions of our Service; or
- Use our Service for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.

4. FEEDBACK

Any questions, comments, suggestions, ideas, original or creative materials or other information you submit about Lokkout.com or our Service or events (collectively, “Feedback”) is non-confidential and will become the sole property of Lokkout.com. We will own exclusive rights, including, without limitation, all intellectual property rights, in and to Feedback and will be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

5. PROMOTION

Any and all offers or promotions advertised on this Service are void where prohibited and are subject to the posting of any official rules to such offers or promotions.

6. COPYRIGHT AND TRADEMARK

Our Service and the text, graphics, images, photographs, videos, illustrations, trademarks, trade names, service marks, logos, slogans and other content contained therein (collectively, the “**Lokkout Content**”) are owned by or licensed to Lokkout.com and are protected under both United States and foreign laws. Except as explicitly stated in these Terms, Lokkout.com and our licensors reserve all rights in and to the Service and the Lokkout Content. You are hereby granted a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to access and use the Service and Lokkout Content for your own personal use; however, such license is subject to these Terms and does not include any right to (a) sell, resell or commercially use the Service or Lokkout Content; (b) copy, reproduce, distribute, publicly perform or publicly display Lokkout Content, except as expressly permitted by us or our licensors; (c) modify the Lokkout Content, remove any proprietary rights notices or markings, or otherwise make any

derivative uses of the Service or Lokkout Content; (d) use any data mining, robots or similar data gathering or extraction methods; and (e) use the Service or Lokkout Content other than for their intended purposes. Any use of the Service or Lokkout Content other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted herein.

7. NOTICE OF PHOTOGRAPHY AND AUDIO AND VIDEO RECORDINGS

When you attend Lokkout.com, you enter an area where photography and audio and video recordings may occur. By entering Lokkout.com premises, you consent to such photography and audio and video recording and you release Lokkout.com for any liability connected therewith. You acknowledge that you have no expectation of privacy while on Lokkout.com premises.

8. COPYRIGHT COMPLAINTS

We have a policy of limiting access to the Service and terminating the accounts of users who infringe the intellectual property rights of others. If you believe that anything on the Service infringes any copyright that you own or control, you may notify Lokkout.com's Designated Agent by sending an email to support@Lokkout.com.

Please see [17 U.S.C. §512\(c\)\(3\)](#) for the requirements of a proper notification. Also, please note that if you knowingly misrepresent that any activity or material on our Service is infringing, you may be liable to Lokkout.com for certain costs and damages.

9. INDEMNIFICATION

You will indemnify, defend, and hold harmless Lokkout.com and each of our respective officers, directors, agents, partners and employees (individually and collectively, the "**Lokkout Parties**") from and against any loss, liability, claim, demand, damages, expenses or costs (including attorney's fees) arising out of or related to (a) your access to or use of our Service; (b) your User Content; (c) your violation of these Terms; or (d) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Lokkout.com or the other Lokkout Parties.

10. DISCLAIMERS

We do not control, endorse or take responsibility for any third-party content available on or linked to by our Service.

Your use of our Service is at your sole risk. Our Service is provided "as is" and "as available" without warranties of any kind, either express or implied, including, but not limited to, implied warranties of

merchantability, fitness for a particular purpose, title, and non-infringement. In addition, Lokkout.com does not represent or warrant that our Service is accurate, complete, reliable, current or error-free. While Lokkout.com attempts to make your access to and use of our Service safe, we cannot and do not represent or warrant that our Service or servers are free of viruses or other harmful components. You assume the entire risk as to the quality and performance of the Service.

11. LIMITATION OF LIABILITY

Lokkout.com and the other Lokkout Parties will not be liable to you under any theory of liability—whether based in contract, tort, negligence, strict liability, warranty, or otherwise—for any indirect, consequential, exemplary, incidental, special or punitive damages or lost profits, even if Lokkout.com or the other Lokkout Parties have been advised of the possibility of such damages.

The total liability of Lokkout.com and the other Lokkout Parties for any claim arising out of or relating to these Terms or our Service, regardless of the form of the action, is limited to the amount paid, if any, by you to access or use our Service.

The limitations set forth in this Section will not limit or exclude liability for the gross negligence, fraud or intentional misconduct of Lokkout.com or the other Lokkout Parties or for any other matters in which liability cannot be excluded or limited under applicable law. Additionally, some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

12. RELEASE

To the fullest extent permitted by applicable law, you release Lokkout.com and the other Lokkout Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. **You expressly waive any rights you may have under California Civil Code § 1542 as well as any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.**

13. TRANSFER AND PROCESSING OF DATA

By accessing or using the Service, you consent to the processing, transfer and storage of information about you in and to the United States and other countries, where you may not have the same rights and protections as you do under local law.

14. DISPUTE RESOLUTION; ARBITRATION

Please read the following section carefully because it requires you to arbitrate certain disputes and claims with Lokkout.com and limits the manner in which you can seek relief from us.

Except for small claims disputes in which you or Lokkout.com seek to bring an individual action in small claims court located in the county of your billing address, or disputes in which you or Lokkout.com seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, you and Lokkout.com waive your rights to a jury trial and to have any dispute arising out of or related to these Terms or our Service resolved in court. Instead, all disputes arising out of or relating to these Terms or our Service will be resolved through confidential binding arbitration held in the Borough of Manhattan, New York in accordance with the Streamlined Arbitration Rules and Procedures ("**Rules**") of the Judicial Arbitration and Mediation Services ("**JAMS**"), which are available on the [JAMS website and hereby incorporated by reference](#). You either acknowledge and agree that you have read and understand the rules of JAMS or waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

You and Lokkout.com agree that any dispute arising out of or related to these Terms or our Service is personal to you and Lokkout.com and that any dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding.

You and Lokkout.com agree that these Terms affect interstate commerce and that the enforceability of this Section 15 will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the "**FAA**"), to the maximum extent permitted by applicable law. As limited by the FAA, these Terms and the JAMS Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual. You and Lokkout.com agree that for any arbitration you initiate, you will pay the filing fee and Lokkout.com will pay the remaining JAMS fees and costs. For any arbitration initiated by Lokkout.com, Lokkout.com will pay all JAMS fees and costs. You and Lokkout.com agree that the state or federal courts of the State of New York and the United States sitting in the borough of Manhattan have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

Any claim you may have arising out of or related to these Terms or our Service must be filed within one year after such claim arose; otherwise, your claim is permanently barred, which means that you and Lokkout.com will not have the right to assert the claim.

You have the right to opt out of binding arbitration within thirty (30) days of the date you first accepted the terms of this Section 15 by emailing info@Lokkout.com. In order to be effective, the opt out notice must include your full name and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve Disputes in accordance with Section 14.

15. GOVERNING LAW AND VENUE

These Terms and your access to and use of our Service will be governed by and construed and enforced in accordance with the laws of New York, without regard to conflict of law rules or principles (whether of New York or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court will be resolved in the state or federal courts of the Borough of Manhattan, New York.

16. CHANGES TO THESE TERMS

We may make changes to these Terms from time to time. If we make changes, we will post the amended Terms to our Service and update the “Last Updated” date above. We may also attempt to notify you by sending an email notification to the address associated with your account or providing notice through our Service. Unless we say otherwise in our notice, the amended Terms will be effective immediately and your continued access to and use of our Service after we provide notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop accessing and using our Service.

17. TERMINATION

We reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Service. We are not responsible for any loss or harm related to your inability to access or use our Service.

18. SEVERABILITY

If any provision or part of a provision of these Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

19. MISCELLANEOUS

These Terms constitute the entire agreement between you and Lokkout.com relating to your access to and use of our Service. The failure of Lokkout.com to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.