

Effective Date: November 1, 2018

## I. Introduction and Eligibility

Please read these Terms of Use (“Terms”) carefully before using the Abby Service. These Terms include Abby’s Privacy Policy, which is incorporated by reference into these Terms. We have included several annotations in boxes to help explain or emphasize key sections. These annotations are for convenience only and have no legal or contractual effect.

This agreement is a legally binding contract. It may change as our business changes, and you agree you will review it and any updates regularly. Your continued use of the Services means you accept any changes.

**Binding Agreement.** These Terms constitute a binding agreement between you and Abby and its affiliates and subsidiaries (“Abby”, “we”, “us”). “You” and “users” shall mean all visitors to the Abby Service. You accept these Terms each time you access the Abby Service. If you do not accept these Terms, you must not use the Abby Service. If you are under 18 years of age, you represent and agree you possess the legal consent of your parent or guardian to access and use the Abby Service.

**Revisions to Terms.** We may revise these Terms at any time by posting an updated version. You should visit this page periodically to review the most current Terms, because you are bound by them. Your continued use of the Abby Service after a change to these Terms constitutes your binding acceptance of these Terms.

The terms “post” and “posting” as used in these Terms shall mean the act of submitting, uploading, publishing, displaying, or similar action on the Abby Service.

## II. The Abby Service

The “Abby Service” means any websites, mobile applications, and other services under the control of Abby, whether partial or otherwise, in connection with providing an online or digital platform for Abby’s services, including [www.Go-Abby.co.za](http://www.Go-Abby.co.za) and Abby kiosks. The Abby Service provides a

platform that gives you the ability to store and track your own personal information, including certain health-related information.

“Body Measurements” means statistics, such as weight, Body Mass Index (BMI), blood pressure and pulse measurements, and other similar information, that we collect about you when you use the Abby Service. We do not consider Body Measurements to be Personal Information unless the data is combined with Personal Information.

Abby does not give medical advice.

Medical Advice. Abby does not give medical advice. The Abby Service may provide helpful information about you, such as an Abby Score. The information and materials available through the Abby Service are for informational and educational purposes only and are not intended to constitute professional advice, diagnosis or treatment, or to substitute for your professional judgment. The Body Measurements and other information in your account may not always be accurate, complete, or up-to-date and should be used for informational purpose only. You assume full risk and responsibility for the use of information you obtain from or through the Abby Service. In addition, we do not recommend or endorse any provider of health care or health-related products, items, or services.

Privacy and Confidentiality. Abby protects information it receives in conformance with its privacy policy and obligations to businesses with which it may have contractual relationships.

Permission to Use the Site. We grant you permission to use the Abby Service subject to the restrictions in these Terms. Your use of the Abby Service is at your own risk, including the risk that you might be exposed to User Content (as defined below) that is offensive, indecent, inaccurate, objectionable, or otherwise inappropriate.

### III. Children Are Not Eligible to Use the Abby Service

Children. No part of the Abby Service is directed to persons under the age of 13. IF YOU ARE UNDER 13 YEARS OF AGE, PLEASE DO NOT USE OR ACCESS THE SITE AT ANY TIME OR IN ANY MANNER.

### IV. Your Account

You are responsible for your log-in credentials and for keeping your information accurate. You are responsible for any activity resulting from the use of your log-in credentials on the Abby Service.

You represent and warrant that the information you provide to Abby upon the licensing of the Abby Service and at all other times will be true, accurate, current, and complete.

**Your Log-In Credentials.** To use the Abby Service, you will have log-in information, including a username and password. Your account is personal to you, and you may not share your account information with, or allow access to your account by, any third party. As you will be responsible for all activity that occurs under your access credentials, you agree to use reasonable efforts to prevent unauthorized access to or use of the Abby Service and to preserve the confidentiality of your username and password, and any device that you use to access the Abby Service.

You agree to notify us immediately of any breach in secrecy of your log-in information. If you have any reason to believe that your account information has been compromised or that your account has been accessed by a third party, you agree to immediately notify Abby by e-mail to [support@Abby.com](mailto:support@Abby.com). You will be solely responsible for the losses incurred by Abby and others due to any unauthorized use of your account.

## V. Communications

Abby may communicate with you by email or posting notice on the Abby Service. You may request that we provide notice of security breaches in writing.

You agree to receive email from us at the email address you provided to us for customer service-related purposes.

**Text Messages from the Services.** By providing Abby your mobile telephone number and requesting that we communicate information to you by text message, you consent to receive commercial text messages at that number as requested. We may charge for text messaging services, and standard messaging, data, and other fees may be charged by your wireless service carrier. You are responsible for these charges. You may turn off or unsubscribe from these messages by texting STOP in reply to text messages from the Services. You may also be able to change your text message preferences using the Services.

We may send and receive text messages through cellular telephone operators or other networks, and the level of reliability may vary. Abby is not responsible for the timeliness or final delivery of the message, as this is out of our control and is the responsibility of the cellular telephone operator or other networks.

Electronic Notices. By using the Abby Service or providing Personal Information to us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the Abby Service. If we learn of a security system's breach, we may attempt to notify you electronically by posting a notice on the Abby Service or sending an email to you. You may have a legal right to receive this notice in writing. To receive free written notice of a security breach (or to withdraw your consent from receiving electronic notice), please write to us at [support@Abby.com](mailto:support@Abby.com).

## VI. Rewards Program

When you create a Abby account, you will be enrolled in our rewards and loyalty program ("Rewards Program") which promotes healthy activities and behaviours both offline and online through distribution of Abby Points. The Rewards Program is offered in conjunction with our Rewards Partners who provide and/or honour Abby Rewards. The specific laws, rules, and regulations governing certain promotions or contests through the Rewards Programs may vary, and your participation constitutes your agreement to abide by those laws, rules, and regulations.

"Abby Points" represent a point value awarded for qualifying exercise and other behaviour offered by Abby as a Reward earning opportunity. Your Abby account will maintain a record of your accrued balance of Abby Points as well as any account credits and debits. Abby Points are, at all times, the property of Abby. Abby Points are not transferable and cannot be combined with Abby Points from another user's account unless specifically made available to you under certain conditions that are set by Abby. Abby Points are not redeemable for cash or any other form of currency or credit and have no fixed or ascertainable cash value.

"Rewards" are issued by our Rewards Partners and may be tendered to you in the form of electronic promotion codes, offline reward mailers, goods, services, or a combination of these means or in gift certificate format by the Rewards Partner or by Abby. You may receive Rewards by redeeming Abby Points as per the terms and conditions described at the Abby Rewards Program for each Rewards Partner and/or subject to specific conditions that are set in the sole discretion of Abby and that may be adjusted by Abby at any time. Rewards offered are subject to change from time to time at the discretion of the Reward Partner and/or Abby, and specific Rewards are not guaranteed to be available at all times.

"Rewards Partners" are entities and individuals, which may include brands, manufacturers, retailers, and other third parties, that provide and/or honour Abby Rewards. The list of participating Rewards Partners is subject to change at any time. Rewards Partners are not agents, employees, contractors, partners, or subcontractors of Abby. Participation by any Reward Partner should not be taken as an endorsement, either express or implied, of the Rewards Partner or its products or services by Abby or any of the companies that provide exercise tracking technologies.

Eligibility. To participate in the Abby Rewards Program or to accrue additional Abby Points, your Abby account must be in good standing. A Abby account will be in “good standing” if you (i) have registered and accepted these Terms, (ii) have not terminated your participation in the Rewards Program, (iii) have not been determined by Abby to have engaged in any practices deliberately conducted in an attempt to accrue and/or redeem Abby Points in any way inconsistent with the rules or intent of the Abby Rewards Program, (iv) have either earned or redeemed Abby Points in the previous twelve (12) months, and (v) are not in default under these Terms. If your account ceases to be in good standing, you have twelve (12) months from the date your account ceased to be in good standing to redeem Abby Points, after which you will forfeit all remaining accrued Abby Points.

Redeeming Abby Points for Rewards. Provided that your account has been in good standing in the last 12 months, you may redeem Abby Points for Rewards through the Abby Service, subject to the following conditions:

1. Rewards (and, if applicable, their use) are subject to (i) availability, (ii) terms and conditions specified by the Rewards Partners and/or as listed on the actual Rewards, including expiration dates, and (iii) may be subject to change at any time.
2. Abby shall determine the total number of Abby Points that you must redeem to obtain a Reward and may change the amount of Abby Points required to redeem a Reward at any time, with or without notice. Some offers may be a onetime offer per participant. Offers vary from time to time and availability may be highly limited.
3. Rewards Partners or Abby may, in their sole discretion, choose to offer Rewards to select groups or individual participants.
4. There may be instances in which you are asked for certain information in order to redeem a Reward with a certain Rewards Partner; if you decline to answer a request for such information, you may forfeit your ability to receive that particular Reward.
5. In the event a Rewards Partner refuses to honor a Reward for any reason, Abby’s sole obligation will be to credit your account for the number of Abby Points that were to be redeemed for the Reward.
6. Except as expressly stated in these Terms, Rewards cannot be returned, exchanged, refunded, or replaced by cash, Abby Points, or other Rewards.
7. You must promptly notify Abby of (i) any discrepancy in the Rewards; or (ii) non-receipt of Rewards shipment. Upon receipt of such notification, Abby will investigate and may, if appropriate, (a) correct such discrepancies; or (ii) replace any non-received Reward, provided that, if requested by Abby, you submit a properly completed Affidavit of Lost Shipment within thirty (30) days of the shipment date. If Abby does not receive such notification or Affidavit within thirty (30) days, the shipment will be deemed to be satisfactory and accepted by you.
8. You are responsible for any fees, taxes, and charges for any personal or corporate state, federal, or provincial tax liabilities, if any, related to your participation in the Abby Rewards Program.

Accuracy of Abby Points. Abby will use reasonable efforts to accurately account for accrual and redemption of Abby Points. Abby reserves the right (i) to audit your account at any time for

compliance with these Terms, without notice to you, and (ii) to change accrued Abby Points totals without notification if such audit reveals errors, inaccuracies, miscalculations, or noncompliance. If you become aware of any discrepancy in your Abby Points balances, accruals, redemptions, or calculations, you must promptly notify Abby, but in no event more than thirty (30) days after your account balance changes as a result of a transaction. Otherwise, Abby Points calculations will be deemed accurate, and you waive any claim for future adjustment or adjudication.

**Modification and Interpretation of Rewards Program.** Abby may modify, cancel, or terminate the Rewards Program's rules, processes, regulations, Rewards Partners, Rewards, and special offers at any time, with or without notice. All interpretations of the Rewards Program rules and terms provided are made at the sole discretion of Abby. Abby may: (i) change the amount of Abby Points in any account; (ii) change the number of Abby Points required to redeem a Reward; (iii) impose caps and/or fees on Abby Points earnings and/or on the redemption of Abby Points; or (iv) change the list of Rewards available. Your continued participation in the Abby Rewards Program after any posted modification of the Rewards Program in these Terms indicates your acceptance of the modification.

**Name and Value of Rewards Program Currency.** Abby reserves the right in its sole discretion to change the name of its Rewards Program currency from Abby Points or to add additional currencies to the Rewards Program at any time, without prior notice. Abby also reserves the right to determine the value of any new currency as compared to Abby Points and to automatically convert your current Abby Points to any new currency.

## VII. Abby's Content Ownership and Use

Abby owns or has rights to all of the content we make available through the Abby Service, but you may use it as you use the Abby Service. You cannot use our logo without our written permission.

The contents of the Abby Service include: designs, text, graphics, images, video, information, logos, button icons, software, audio files, computer code, and other Abby content (collectively, "Abby Content"). All Abby Content and the compilation (meaning the collection, arrangement, and assembly) of all Abby Content are the property of Abby or its licensors and are protected under copyright, trademark, and other laws. Except as expressly authorized in writing by Abby, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the Abby Service or the Abby Content, in whole or in part. You agree that you will not share your user credentials except as specifically authorized by Abby in writing.

**License to You.** We authorize you, subject to these Terms, to access and use the Abby Service and the Abby Content solely for the personal use of the Abby Service, at our discretion, and does not permit use of any data mining, robots, scraping, or similar data gathering or extraction methods. Any other use is expressly prohibited. This license is revocable at any time without notice and with or without cause. Unauthorized use of the Abby Content may violate copyright, trademark, and

applicable communications regulations and statutes and is strictly prohibited. You must preserve all copyright, trademarks, service marks, and other proprietary notices contained in the original Abby Content on any copy you make of the Abby Content.

**Abby Marks.** Abby, the Abby logo, and other Abby logos and product and service names are or may be trademarks of Abby (the “Abby Marks”). Without our prior written permission, and except as solely enabled by any link as provided by us, you agree not to display or use in any manner the Abby Marks.

## VIII. Intellectual Property Rights and Your License to Use

You, or the people who allow you to use their content, own all of the content you post using the Abby Service. However, aside from Body Measurements, we may use it for any purpose, including in our marketing materials. We may also modify your content to make it work better. It is very important that you have permission to use other people’s content or they may be able to sue you for violating their legal rights.

**Abby Claims No Ownership.** The Abby Service may provide you with the ability to create, post, or share content (“Your User Content”). Abby claims no ownership or control over Your User Content. You or a third-party licensor, as appropriate, retain all copyright, patent, and trademark rights to any of the content you post on or through the Abby Service. You are responsible for protecting those rights.

**Abby’s Use of Posted Content on the Abby Service.** By creating, posting, or sharing Your User Content on or through the Abby Service, and subject to Abby’s Privacy Policy, you grant Abby a world-wide, non-exclusive, sub-licensable, royalty-free, transferable license to use, modify, remove, publish, transmit, or display Your User Content for any purpose without compensation to you, including for the purpose of promoting Abby and its services. You waive any rights you may have regarding Your User Content being altered or manipulated in any way that may be objectionable to you. Abby will not share individualized Body Measurements for use in advertising and personalization outside of the Abby Service without your permission. Copies of Your User Content may persist in backup files for a period of time, but will not be available to others. Abby reserves the right to refuse to accept, post, display, or transmit any User Content in its sole discretion.

**You Acquire No Ownership of Others’ Content.** You understand and agree that you will not obtain, as a result of your use of the Abby Service, any right, title, or interest in or to such content delivered via the Abby Service or in any intellectual property rights (including, without limitation, any copyrights, patents, trademarks, trade secrets, or other rights) in the content.

You Must Have Rights to the Content You Post. You represent and warrant that: (i) you own the content posted by you on or through the Abby Service or otherwise have the right to grant the license set forth in these Terms, (ii) the posting and use of Your User Content on or through the Abby Service does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or any other rights of any person, and (iii) the posting of Your User Content on the Abby Service does not result in a breach of contract between you and a third party. You agree to pay for all royalties, fees, and any other monies owing any person by reason of content you post on or through the Abby Service. You also acknowledge and agree that Your User Content is non-confidential and non-proprietary.

The Abby Service contains content from users and other Abby licensors. Except as provided within these Terms, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any content appearing on or through the Abby Service.

#### IX. Copyright Policy

Tell us if you think a user has violated your copyright using the Abby Service, or if you think someone incorrectly reported that you violated his or her copyright.

#### X. Suggestions and Submissions

We appreciate your comments, but if you send us creative ideas, we can use them without compensating you.

We appreciate hearing from our users and welcome your comments regarding the Abby Service. Please be advised, however, that if you send us creative ideas, suggestions, inventions, or materials (“creative ideas”), we shall:

1. own, exclusively, all now known or later discovered rights to the creative ideas;
2. not be subject to any obligation of confidentiality and shall not be liable for any use or disclosure of any creative ideas; and
3. be entitled to unrestricted use of the creative ideas for any purpose whatsoever, commercial or otherwise, without compensation to you or any other person.

#### XI. User Content Disclaimers, Limitations, and Prohibitions

You are responsible for your actions when using and relying on the Abby Service or content available on the Abby Service.

We do not represent or guarantee the truthfulness, accuracy, or reliability of content, posted by users, including but not limited to comments, “likes,” status updates, user activity, photos, and user-to-user messages (“User Content”). You accept that any reliance on material posted by other users or third-party service providers will be at your own risk. By using the Abby Service you accept the risk that you might be exposed to User Content that is offensive, indecent, inaccurate, objectionable or otherwise inappropriate.

You are solely responsible for Your User Content on the Abby Service. Abby does not endorse any, nor is it responsible for, User Content on the Abby Service. You assume all risks associated with Your User Content, including anyone’s reliance on its quality, accuracy, or reliability. You may expose yourself to liability if, for example, Your User Content contains material that is false, intentionally misleading, or defamatory; violates third-party rights; or contains material that is unlawful or advocates the violation of any law or regulation.

Do not do bad things with the Abby Service, try to break it, or steal our hard work.

You agree to use the Abby Service only for its intended purpose. You must use the Abby Service in compliance with all privacy, data protection, intellectual property, and other applicable laws. The following uses of the Abby Service are prohibited. You may not:

- 1.attempt to interfere with, harm, reverse engineer, steal from, or gain unauthorized access to the Abby Service, user accounts, or the technology and equipment supporting the Abby Service;
- 2.frame or link to the Abby Service without permission;
- 3.use data mining, robots, or other data gathering devices on or through the Abby Service;
- 4.post incomplete, false, or misleading information, impersonate another person, or misrepresent your affiliation with a person or entity;
- 5.disclose personal information about another person;
- 6.harass, threaten, stalk, abuse, or post objectionable User Content;
- 7.sell, transfer, or assign any of your rights to use the Abby Service to a third party without our express written consent;
- 8.post advertising or marketing links or content, except as specifically allowed by these Terms;
- 9.use the Abby Service in an illegal way or to commit an illegal act in relation to the Abby Service or that otherwise results in fines, penalties, and other liability to Abby or others; or
- 10.access the Abby Service from a jurisdiction where it is illegal or unauthorized.

## XII. Consequences of Violating These Terms

If you do not act acceptably, we may prohibit your use of the Abby Service.

We reserve the right to suspend or terminate your account and prevent access to the Abby Service for any reason, at our discretion. We reserve the right to refuse to provide the Abby Service to you in the future.

Abby may review and remove any User Content at any time for any reason, including activity which, in its sole judgment: violates these Terms; violates applicable laws, rules, or regulations; is abusive, disruptive, offensive or illegal; or violates the rights of, or harms or threatens the safety of, users of the Abby Service.

You are responsible for any claims, fees, fines, penalties, and other liability incurred by us or others caused by or arising out of your breach of these Terms and your use of the Abby Service.

### XIII. Abby's Liability

We are not liable for the actions of users when they use the Abby Service. We may also change the Abby Service at any time and are not liable for how this may affect you. We do not guarantee the quality or accuracy of any content you view using the Abby Service or other websites.

Changes to the Abby Service. We may change, suspend, or discontinue any aspect of the Abby Service at any time, including hours of operation or availability of the Abby Service or any feature, without notice or liability.

User Disputes. We are not responsible for any disputes or disagreements between you and any third party you interact with using the Abby Service. You assume all risk associated with dealing with third parties. You agree to resolve disputes directly with the other party. You release Abby of all claims, demands, and damages in disputes among users of the Abby Service. You also agree not to involve us in such disputes. Use caution and common sense when using the Abby Service.

Content Accuracy. We make no representations about accuracy, reliability, completeness, or timeliness of any contents of the Abby Service. Similarly, we make no representations about accuracy, reliability, completeness, or timeliness of any data from a third-party service provider or the quality or nature of third-party products or services obtained through the Abby Service. Use the Abby Service at your own risk.

Third-Party Websites. The Abby Service may include links to third party websites and applications. You are responsible for evaluating whether you want to access or use them. We are not responsible

for and do not endorse any features, content, advertising, products, or other materials on other websites or applications. You assume all risk and we disclaim all liability arising from your use of them.

Rewards Partners. Abby does not assume responsibility or liability for any loss, damage, delay, failure of performance, or injury caused by the actions, products, or services of any Rewards Partner, and will not be liable or responsible for those performances, guarantees, warranties, and representations, if any, offered by the U.S. Postal Service, any third party service provider, or any Rewards Partner in connection with the Abby Rewards Program or otherwise.

We make no promises and disclaim all liability of specific results from the use of the Abby Service.

Released Parties Defined. "Released Parties" include Abby and its affiliates, officers, employees, agents, partners, and licensors.

#### A. DISCLAIMER OF WARRANTIES

You use the Abby Service at your own risk. We make no warranties or guarantees.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF THE SITE IS AT YOUR SOLE RISK, AND THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE RELEASED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO PRODUCTS OR SERVICES OFFERED BY BUSINESSES LISTED ON THE SITE, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (B) THE RELEASED PARTIES MAKE NO WARRANTY THAT (i) THE SITE WILL MEET YOUR REQUIREMENTS, (ii) THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY GOODS OR SERVICE AVAILABLE ON THE SITE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SITE WILL BE CORRECTED; AND (C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL.

#### B. LIMITATION OF LIABILITY AND INDEMNIFICATION

We are not liable for anything that happens to you that somehow may be connected to your use of the Abby Service. If you use the Abby Service in a way that causes us to be included in litigation, you agree to pay all legal fees and costs for Released Parties.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE RELEASED PARTIES SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ABBY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SITE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH, FROM, OR AS A RESULT OF THE SITE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY USER OR THIRD PARTY ON THE SITE; (v) YOUR RELIANCE ON CONTENT MADE AVAILABLE BY US; OR (vi) ANY OTHER MATTER RELATING TO THE SITE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.

TO THE FULLEST EXTENT POSSIBLE BY LAW, THE RELEASED PARTIES' MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SITE OR YOUR USE OF ABBY CONTENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED \$100.

You agree to defend, indemnify, and hold harmless the Released Parties from and against any claims, actions, or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from (i) your use of or reliance on any third-party content, (ii) your use of or reliance on any Abby Content, or (iii) your breach of these Terms. We shall provide notice to you promptly of any such claim, suit, or proceeding.

#### XIV. General Terms

These Terms constitute the entire agreement between you and Abby concerning your use of the Abby Service. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. The section titles and annotations in these Terms are for convenience only and have no legal or contractual effect. The English-language versions of the Terms and incorporated agreements, such as the Privacy Policy, contain the binding terms, and any translations into other languages are for convenience only. If the English-language version conflicts with any translation, the English-language version controls.

## XV. Arbitration, Class Waiver, and Waiver of Jury Trial

We are located in Illinois, so all disputes must be resolved there. We will use arbitration to resolve any problems, and you cannot join a class action lawsuit or obtain a jury trial for any disputes you have with us related to your use of the Abby Service.

These Terms and the relationship between you and Abby shall be governed by the laws of the state of Illinois without regard to its conflict of law provisions. You agree to first contact Abby at support@Abby.com regarding any claim or controversy arising out of or relating to these Terms of Use or your use of the Abby Service. You and Abby agree to submit to the personal and exclusive arbitration of any disputes relating to your use of the Abby Service under the rules of the American Arbitration Association. Any such arbitration, to the extent necessary, shall be conducted in Chicago, Illinois. You covenant not to sue Abby in any other forum. Notwithstanding the foregoing, in the case of temporary or preliminary injunctive relief, any party may proceed in court without prior arbitration for the purpose of avoiding immediate and irreparable harm. You agree that Abby may recover reasonable attorneys' fees from you if Abby prevails in an action for injunctive relief against you.

You also acknowledge and understand that, with respect to any dispute with the Released Parties arising out of or relating to your use of the Abby Service or these Terms:

- YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY;
- YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE; AND
- YOU MUST FILE ANY CLAIM WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE OR IT IS FOREVER BARRED.

Contact Information

[www.Go-Abby.co.za](http://www.Go-Abby.co.za)