

TERMS OF SERVICE

These Terms of Service were last revised on May 21, 2026.

Gossup LLC, a Nevada limited liability company ("Gossup" "us" or "we") provides the Gossup.com site and related goods and services, including any and all mobile applications, online software, and other services (collectively, the "Gossup Service") subject to your compliance with the terms and conditions set forth below. Your use of the Gossup Service signifies your acknowledgement of and agreement to these Terms of Service.

These Terms of Service apply to all users of the Gossup Service ("users" or "you"). The term "users" includes both registered members of the Gossup Service and any other person that accesses or uses the Gossup Service at any point for any amount of time.

AGE RESTRICTION: You hereby declare, represent and warrant that you are over eighteen (18) years of age or that you are over sixteen (16) years of age and you have obtained the consent of your parent or guardian to use the Gossup Service. You further declare, represent and warrant and that you are fully able and competent to legally bind yourself to and abide by all of the terms, conditions, obligations, declarations, affirmations, representations, and warranties set forth in these Terms of Service. The Gossup Services is only intended for use by persons over eighteen (18) years of age or over sixteen (16) years of age that have obtained the consent of a parent or guardian. Persons not meeting these age restrictions are explicitly prohibited from using the Gossup.net website.

1. GOSSUP SERVICE ACCESS

- 1.1. Access. Gossup grants you a limited, revocable, nonexclusive license to access the Gossup Service for your own personal use.
- 1.2. Account Creation. In order to access some features of the Gossup Service, you will have to create an account. You may never use another's account. When creating your account, you must provide accurate and complete information. Should any of your information change after submitting it to the Gossup Service, you are required to update that information immediately.
- 1.3. Account Activity. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify Gossup immediately of any breach of security or unauthorized use of your account. Although Gossup will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Gossup or others due to such unauthorized use.
- 1.4. Reporting of Suspicious Activity. If you view or otherwise become aware of any suspicious activity occurring on the Gossup Service or activity which violates or may violate these Terms of Service, you are required to report such activity to Gossup immediately through the reporting features of the platform.

1.5. Prohibited Activity. You may use the Gossip Service only for lawful purposes and in accordance with these Terms of Service. You agree not to:

- (a) Use the Gossip Service in any way that violates any applicable federal, state, local, and international law, or regulation.
- (b) Submit, publish, or transmit through the Gossip Service any content that violates the rights of any third-party or that is libelous, obscene, invasive of privacy, illegal, racially, or ethnically discriminatory.
- (c) Use the Gossip Service in any manner that could disable, overburden, damage, or impair the Gossip Service or interfere with any other party's use of the Gossip Service or otherwise use any device, software, or routine that interferes with the proper working of the Gossip Service.
- (d) Use or launch any automated system, including without limitation, "scrapers," "robots," "spiders," and "offline readers" that access the Gossip Service.
- (e) Collect or harvest any personally identifiable information, including account names, from the Gossip Service, nor to use the communication systems provided by the Gossip Service for any commercial solicitation or illegal or improper purposes.
- (f) Use any manual process to monitor or copy any of the content on the Gossip Service or for any other unauthorized purpose without our prior written consent.
- (g) Introduce any viruses, trojan horses, worms, code, or other material which is malicious or technologically harmful.
- (h) Attempt to gain unauthorized access to, interfere with, hack into, attack, decrypt, damage or disrupt any parts of the Gossip Service, the server on which the Gossip Service is stored, or any server, computer or database connected to the Gossip Service.
- (i) Attempt to decompile, reverse engineer, or disassemble any software or other products or processes accessible through the Gossip Service.

We reserve the right to pursue any action with respect to any violation or attempted violation of these Terms of Service which we believe is appropriate in our sole discretion.

1.6. Search Engines. Notwithstanding the foregoing, Gossip grants the operators of recognized international public search engines, such as Google, Bing, and DuckDuckGo permission to use spiders to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials. Gossip reserves the right to revoke these exceptions either generally or in specific cases.

- 1.7. Artificial Intelligence Bots and Tools. Gossip prohibits the use of any material on gossip.com or the Gossip Service from being used for training or any other purpose by artificial intelligence systems ("AI") including large language models ("LLMs"). Any use of any material on gossip.com or the Gossip Service by AI or LLMs is a violation of these Terms of Service and Gossip's intellectual property rights.
- 1.8. Termination of Account. You agree that Gossip, in its sole discretion, has the right (but not the obligation) to delete or deactivate your account, block your email or IP address, require you to change or username or assign your username to a different user, or otherwise terminate your access to or use of the Gossip Service (or any part thereof), immediately and without notice, and remove and discard any content within the Gossip Service, for any reason, including, without limitation, if Gossip believes that you have acted inconsistently with the letter or spirit of the Terms of Service. Further, you agree that Gossip shall not be liable to you or any third-party for any termination of your access to the Gossip Service. Further, you agree not to attempt to use the Gossip Service after said termination.
- 1.9. Termination of Service. Gossip may modify, suspend, discontinue, or restrict the use of any portion of the Gossip Service, including the availability of any portion of the content at any time, without notice or liability. The Gossip Service may deny access to any registered member or other user at any time for any reason, or no reason at all in our sole discretion. In addition, the Gossip Service or Gossip may at any time transfer rights and obligations under these Terms of Service to any Gossip affiliate, subsidiary or business unit, or any of their affiliated companies or divisions, or any entity that acquires Gossip, the Gossip Service or any of their respective assets. You agree that Gossip shall not be liable to you or to any third party for any modification, suspension, or discontinuance of any service.
- 1.10. Third Party Links. The Gossip Service may contain links to third party websites that Gossip does not own or control. Gossip assumes no responsibility for, the content, privacy policies, or practices of any third-party websites. In addition, Gossip will not and cannot censor or edit the content of any third-party site. You expressly relieve Gossip from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the Gossip Service and to read the terms and conditions and privacy policy of other websites that you visit.
- 1.11. Consent to Electronic Service. When you use the Gossip Service or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on the Gossip Service. 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.

2. THIRD-PARTY CONTENT / INTERACTIVE FEATURES

- 2.1. The Gossip Service may permit the submission, hosting, sharing, and/or publishing of text, photographs, audio, videos, reviews, or other content, including posting voice recordings, by you, other users, and other third parties such as our partners or affiliates ("Third-Party Content").
- 2.2. Third-Party Content also includes, but is not limited to, direct messaging between users, profile submissions, and any other interactive area of the Gossip Service.
- 2.3. By posting, submitting or uploading Third-Party Content to any area of the Gossip Service, you automatically grant, and you represent and warrant that you have the right to grant, to Gossip an irrevocable, perpetual, non-exclusive, fully paid, sub-licensable, transferable, worldwide license to host, use, distribute, modify, run, copy, publicly perform, display, and translate said Third-Party Content and to prepare derivative works of, or incorporate into other works, said Third-Party Content, and to grant and authorize sub-licenses (through multiple tiers) of the foregoing for the purposes of providing the Gossip Services. Furthermore, by posting Third-Party Content to the Gossip Service, you automatically grant Gossip all rights necessary to prohibit any subsequent aggregation, display, copying, duplication, reproduction, or exploitation of the Third-Party Content by any party for any purpose. You acknowledge that by participating in any interactive area on this website, you are granting Gossip for the purpose of providing the Gossip Service, the unrestricted right, throughout the world and in perpetuity, to copy, sublicense, adapt, transmit, perform, display or otherwise use, at no cost whatsoever to Gossip, any and all material or content you post or submit, including, without limitation, all intellectual property rights embodied therein.
- 2.4. You acknowledge that the interactive features on the Gossip Service are not for private communications. You acknowledge that you have no expectation of privacy with regard to any content you submit to the Gossip Service. Gossip cannot guarantee the security of any information you disclose through the Gossip Service. You make such disclosures at your own risk. Gossip has no obligation to retain or provide you copies of Third-Party Content.
- 2.5. By posting Third-Party Content to the Gossip Service or by using any other interactive area of the website, you specifically agree to comply with each of the following:
 - (a) You will only post content created by You and for which You own all rights.
 - (b) You will not post or transmit any material that violates or infringes the rights of any other party, including, without limitation, rights of privacy, rights of publicity, copyright, trademark, or other intellectual property rights.
 - (c) If your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the material, or (ii) secured from your employer a waiver as to all rights in or to the material.

- (d) You have fully complied with any third-party licenses relating to the material you post or transmit and have done all things necessary to successfully pass through to Gossup any required terms.
- (e) You will not post or transmit any material that is false, deceptive, misleading, or deceitful.
- (f) You will not post or transmit any material that is abusive, hateful, racist, bigoted, sexist, harassing, threatening, inflammatory, defamatory, vulgar, obscene, sexually-oriented, profane or is otherwise in violation of any applicable law, rule or regulation.
- (g) You will not post or transmit any sexually explicit content.
- (h) You will not post or transmit any material that deceptively impersonates any person or entity.
- (i) Your name, username, or the material you submit is not named in a manner that misleads users into thinking that you are another person or company.
- (j) You will not post content that constitutes or contains any form of advertising or solicitation or for commercial purposes.
- (k) You will not post or transmit any software or computer files that contains malware, computer viruses, worms, Trojan horses, rootkits, spyware, adware, and other malicious or unrequested software, computer code, or file.
- (l) You will not post or transmit any content that is intended to promote or commit an illegal act.

Failure to comply with the above rules may lead to you being immediately and permanently banned, with notification to law enforcement and/or your internet service provider.

- 2.6. When posting Third-Party Content, you agree never to use a third-party agent, service, or intermediary that offers to post Third-Party Content to the Gossup Service on your behalf ("Posting Agent"). Posting Agents are not permitted to post Third-Party Content on behalf of others, to cause Third-Party Content to be so posted, or otherwise access the Gossup Service to facilitate posting Third-Party Content on behalf of others, except with express written permission from Gossup.
- 2.7. You must not describe or assign keywords to your Third-Party Content in a misleading or unlawful manner, including in a manner intended to trade on the name or reputation of others, and Gossup may change or remove any description or keyword that it considers inappropriate or unlawful in Gossup's sole discretion.

- 2.8. You are and shall remain solely responsible for any and all Third-Party Content you post or which is posted through your account. You acknowledge that any information you disclose through the Gossip Service becomes public information and can be used by people you do not know. Accordingly, you should exercise caution when deciding to disclose any information on the Gossip Service. Any such disclosures are at your own risk.
- 2.9. You understand that when using the Gossip Service, you will be exposed to Third-Party Content from a variety of sources, and that Gossip is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Third-Party Content. You further understand and acknowledge that you may be exposed to Third-Party Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Gossip with respect thereto, and agree to indemnify and hold Gossip, its owners, operators, affiliates, and agents, licensors and licensees, harmless to the fullest extent allowed by law regarding all matters related to your use of the site.
- 2.10. Third-Party Content may contain the views and opinions of individual content authors. Gossip does not endorse any Third-Party Content or any opinion, recommendation, or advice expressed therein, and Gossip expressly disclaims any and all liability in connection with Third-Party Content.
- 2.11. Gossip does not prescreen Third-Party Content submitted and Gossip has no duty to monitor any interactive area of its website. Although we may monitor or review Third-Party Content from time to time, we do not actively monitor the Third-Party Content of the interactive areas, including posting voice recordings, and we are not under any obligation to do so. Each user is solely responsible and liable for the contents of his or her Third-Party Content, and we are not responsible in any way for the content or opinions expressed therein. We have the right, but not the obligation, to remove, edit or move, at any time, any material posted, in each case as we deem appropriate. Gossip may refuse to post, deliver, remove, modify, or otherwise use or take any action with respect to any submission in any Gossip Service.

3. INTELLECTUAL PROPERTY INFORMATION

- 3.1. Ownership. Other than Third-Party Content, all content on the Gossip Service, including without limitation, the text, software, scripts, tools, graphics, photos, sounds, music, videos, and interactive features ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to Gossip. The Content and Marks are protected to the maximum extent permitted by intellectual property laws and international treaties. The Gossip Service is protected by copyright law, including as a collective work and/or compilation, pursuant to copyrights laws, and international conventions.

- 3.2. Derivative Works / Redistribution Prohibited. Any reproduction, modification, creation of derivative works from or redistribution of the site or the collective work, and/or copying or reproducing the sites or any portion thereof to any other server or location for further reproduction or redistribution is prohibited without the express written consent of Gossip.
- 3.3. Reproduction Prohibited. You further agree not to reproduce, duplicate or copy Content from the Gossip Service, or incorporate the Content into an AI system or LLM, without the express written consent of Gossip, and agree to abide by any and all copyright and other legal notices displayed on the Gossip Service. You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Gossip Service. Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of the Gossip Service.
- 3.4. Embedded Content / Frames. You may not embed the Gossip Service or place the Gossip Service within inline links, frames, or iframes.

4. WARRANTY DISCLAIMER

- 4.1. THE GOSSIP SERVICE, INCLUDING ANY CONTENT, THIRD-PARTY CONTENT, OR ANY SITE-RELATED SERVICE, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GOSSIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.
- 4.2. GOSSIP MAKES NO WARRANTY THAT: (I) THE GOSSIP SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE GOSSIP SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE GOSSIP SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) ANY ERRORS IN THE GOSSIP SERVICE WILL BE CORRECTED.
- 4.3. GOSSIP IS NOT RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR THE CONTENT, PRODUCTS, SERVICES, ACTIONS OR INACTIONS OF ANY USER, OR ANY OTHER THIRD PARTY AND GOSSIP WILL HAVE NO LIABILITY WITH RESPECT TO ANY WARRANTY DISCLAIMED HEREIN.
- 4.4. YOU ACKNOWLEDGE THAT GOSSIP HAS NO CONTROL OVER AND DOES NOT GUARANTEE THE QUALITY, SAFETY OR LEGALITY OF PRODUCTS AND SERVICES ADVERTISED ON THE GOSSIP SERVICE, THE TRUTH OR ACCURACY OF ANY THIRD-PARTY CONTENT.

4.5. GOSSUP, ITS AFFILIATES AND ITS SPONSORS ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE GOSSUP SERVICE, SITE-RELATED SERVICES AND/OR CONTENT OR INFORMATION CONTAINED WITHIN THE GOSSUP SERVICE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE GOSSUP SERVICE AND/OR SITE-RELATED SERVICES IS TO STOP USING THE GOSSUP SERVICE AND/OR THOSE SERVICES.

4.6. SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY PROVIDED FOR IN THE TERMS, TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES, GUARANTEES, CONDITIONS, REPRESENTATIONS, AND UNDERTAKINGS. YOU AGREE AND ACKNOWLEDGE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND WARRANTY PROVIDED IN THESE TERMS OF SERVICE ARE FAIR AND REASONABLE.

5. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW AND TO THE EXTENT THAT GOSSUP IS OTHERWISE FOUND RESPONSIBLE FOR ANY DAMAGES, GOSSUP IS RESPONSIBLE FOR ACTUAL DAMAGES ONLY. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL GOSSUP, ITS AFFILIATES, ITS LICENSORS, ITS SUPPLIERS OR ANY THIRD PARTIES MENTIONED AT THE WEBSITE BE LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES WHETHER BASED ON WARRANTY, CONTRACT, TORT, DELICT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT GOSSUP IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY LAW, THE REMEDIES STATED FOR YOU IN THESE TERMS OF SERVICE ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THESE TERMS OF SERVICE.

6. UNSOLICITED MATERIAL AND IDEAS

6.1. We are happy to hear from users and welcome feedback regarding the Gossip Service. However, if you transmit unsolicited submissions to us through the Gossip Service or otherwise, you grant Gossip a worldwide, royalty-free, perpetual, irrevocable, non-exclusive right and fully sub-licensable, assignable and transferrable license to use, copy, reproduce, distribute, publish, publicly perform, publicly display, modify, adapt, translate, archive, store, and create derivative works from such submissions, and you understand and agree that such submissions may be adapted, broadcast, changed, copied, disclosed, licensed, performed, posted, published, sold, transmitted, or otherwise used as Gossip sees fit.

- 6.2. By using the Gossip Service and transmitting an unsolicited submission to us, you agree that you are not entitled to any compensation, credit or notice whatsoever with respect to such submission, and that by sending an unsolicited submission you waive the right to make any claim against the Gossip Service, Gossip and its affiliated companies, officers, directors or employees relating to our use of such submission, including, without limitation, infringement of proprietary rights, unfair competition, breach of implied contract or breach of confidentiality, even if material or an idea is used that is or may be substantially similar to the idea you sent.

7. INDEMNITY

- 7.1. You agree to defend, indemnify and hold harmless Gossip, its affiliated companies, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- (a) your use of and access to the Gossip Service;
- (b) your participation in the Gossip Influencer Royalties Program;
- (c) your participation in any interactive area of the Gossip Service and any material posted by you thereto;
- (d) your violation of any term of these Terms of Service;
- (e) your violation of any third party right, including without limitation any copyright, property, or privacy right;
- (f) your violation of any law, rule or regulation of the United States, any state, or any other country;
- (g) any claim that Third-Party Content posted by you or using your account caused damage to another party; and
- (h) any other party's access and use of the Gossip Service with your account.

- 7.2. This defense and indemnification obligation will survive these Terms of Service and any termination of your use of the Gossip Service.

8. DIGITAL MILLENNIUM COPYRIGHT ACT

- 8.1. Infringement Not Permitted. Gossip does not permit copyright infringing activities and infringement of intellectual property rights on the Gossip Service and will remove any content if properly notified that such content infringes on another's intellectual property rights. Gossip reserves the right to remove any content without prior notice.

8.2. DMCA Notice. If you are a copyright owner or an agent thereof and believe that any Third-Party Content or other Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (*see* 17 U.S.C 512(c)(3) for further detail):

- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- (c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- (d) Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- (e) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Gossup's designated Copyright Agent to receive notifications of claimed infringement is:

Gossup LLC
Attn: Copyright Agent
40 Bay Bridge Dr
Gulf Breeze, FL 32561
legal@gossup.com

You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid.

8.3. Counter-Notice. If you believe that your Third-Party Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your Third-Party Content, you may send a counter-notice containing the following information to the Copyright Agent:

- (a) Your physical or electronic signature;
- (b) Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- (c) A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- (d) Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Las Vegas, Nevada, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

8.4. Effect of Counternotice. If a counter-notice is received by the Copyright Agent, the Gossip Service may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at the Gossip Service's sole discretion.

9. PRIVACY POLICY

- 9.1. Gossip has established a privacy policy to explain to users how personal information is collected and used, which may be reviewed and accessed from the website: <https://gossip.com/> ("Privacy Policy").
- 9.2. Your use of the Gossip Service signifies acknowledgement of and agreement to our Privacy Policy. You further acknowledge and agree that Gossip may, in its sole discretion, preserve or disclose content posted by you, as well as your information, such as email addresses, IP addresses, timestamps, and other user information, if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to comply with legal process, enforce the Terms of Service, or respond to claims from third-parties.

10. INTERNATIONAL USERS

The Gossip Service is hosted and operated by the Gossip in the United States, pursuant to the applicable laws of the United States and the State of Nevada. We make no representation whatsoever that the Site (or the Content available thereon) is appropriate or available for use in locations outside of the United States (each, an "Other Jurisdiction"). Users located or otherwise accessing the Gossip Service from outside of the United States (each, a "Non-U.S. User") do so on their own initiative and hereby (i) consent to the exclusive application of the laws of the United States and the State of Nevada with respect to these Terms of Service; (ii)

acknowledge and agree that the laws of any Other Jurisdiction shall not apply to these Terms of Service; and (iii) acknowledge and agree that Non-U.S. Users shall solely be responsible for complying with any applicable laws of such Other Jurisdictions in connection with their respective use or access to the Gossup Service.

11. GOVERNING LAW / DISPUTES

11.1. Nevada Situs. The Gossup Service is hosted and operated by Gossup in the United States, pursuant to the applicable laws of the United States and the State of Nevada. You agree that the Gossup Service shall be deemed solely based in the State of Nevada and that the Gossup Service shall be deemed a passive website that does not give rise to personal jurisdiction over Gossup, either specific or general, in jurisdictions other than Nevada.

11.2. International Users. We make no representation whatsoever that the Gossup Service is appropriate or available for use in locations outside of the United States (each, an "Other Jurisdiction"). Users located or otherwise accessing the Gossup Service from outside of the United States (each, a "Non-U.S. User") do so on their own initiative and hereby (i) consent to the exclusive application of the laws of the United States and the State of Nevada with respect to the Gossup Service, these Terms of Service, and the Privacy Policy; (ii) acknowledge and agree that the laws of any Other Jurisdiction shall not apply to the Gossup Service, these Terms of Service, or the Privacy Policy; and (iii) acknowledge and agree that Non-U.S. Users shall solely be responsible for complying with any applicable laws of such Other Jurisdictions in connection with their respective use or access to the Gossup Service.

11.3. Governing Law / Jurisdiction. These Terms of Service and the Privacy Policy will be governed and interpreted in accordance with the internal laws of the State of Nevada applicable to agreements entered into and to be wholly performed therein, without regard to principles of conflict of laws. If any provision of these Terms of Service or the Privacy Policy is found to be invalid or unenforceable, such provision shall be severed from the remainder of these Terms of Service and Privacy Policy, which shall remain in full force and effect. These Terms of Service and the Privacy Policy are governed by a mandatory arbitration clause set out below, however, if a court is necessary in whole or in part to enforce these Terms of Service or the Privacy Policy, You consent and submit to the sole and exclusive jurisdiction of the state and federal courts located in Clark County, Nevada and waive any objection to personal jurisdiction, to venue, or to convenience of forum.

11.4. Disputes. Any dispute, claim or controversy arising out of or relating to the Gossup Service, the Privacy Policy, or these Terms of Service or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Las Vegas, Nevada, before one arbitrator. At the option of the first to commence an

arbitration, the arbitration shall be administered either by JAMS pursuant to its Streamlined Arbitration Rules and Procedures, or by the American Arbitration Association pursuant to its Commercial Arbitration Rules. The arbitrator may not award any consequential, indirect, exemplary, special or incidental damages arising from or relating to your use of the Gossup Service (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss). Judgment on the Award may be entered in any court having jurisdiction. You and we will each pay one-half of the costs and expenses of such arbitration, and each of the parties will separately pay their counsel fees and expenses. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring an action in state or federal court in Clark County, Nevada to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, trademarks, and trade secrets, but not privacy or publicity rights). For any actions brought in court, You and Gossup consent to the sole and exclusive jurisdiction of the courts located in Clark County, Nevada, including for acts occurring outside of the United States.

11.5. Statute of Limitations. You agree to file any claim regarding any aspect of the Gossup Service or these Terms of Service within six months of the time in which the events giving rise to such claim began, or you agree to waive such claim.

11.6. Class Action Waiver. You agree that any arbitration shall be conducted in your individual capacity only and not as a class action or other representative action, and you expressly waive your right to file a class action or seek relief on a class basis. YOU AND GOSSUP AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

12. ASSIGNMENT / MODIFICATION / MISCELLANEOUS

12.1. Entire Agreement. These Terms of Service and the Privacy Policy constitutes a single integrated contract expressing the entire agreement between you and Gossup with respect to the subject matter hereof and supersedes all prior understandings, negotiations, or agreements, written or oral, express or implied.

12.2. Severability. If any provision of these Terms of Service or the Privacy Policy is declared by a court of competent jurisdiction or in an arbitration between you and Gossup to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, and the invalid or unenforceable provision shall be replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision.

12.3. Waiver. No waiver or failure to exercise or enforce any right or provision of these Terms of Service or Privacy Policy shall be deemed a further or continuing waiver of such right or provision or a waiver of any other right or provision.

12.4. Assignment. These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you. Gossip may assign these Terms of Service, and any rights and license granted hereunder without restriction.

12.5. Modification. We reserve the right to amend these Terms of Service at any time. If we do this, we will post the amended Terms of Service on this page and indicate at the top of the page the date the Terms of Service were last revised. The most current version of these Terms of Service will supersede all previous versions. Your continued use of the Gossip Service after any such changes constitutes your acceptance of the new Terms of Service. If you do not agree to any of these terms or any future Terms of Service, do not use or access (or continue to access) the Gossip Service.

13. ABILITY TO ACCEPT TERMS OF SERVICE

You hereby declare, represent and warrant that you (either personally or through parental or guardian consent) are fully able and competent to legally bind yourself to and abide by all of the terms, conditions, obligations, declarations, affirmations, representations, and warranties set forth in these Terms of Service. The Gossip Service is not directed to persons under 16. If you are over 16 but not yet 18 years old your parent or guardian must authorize your use of the Gossip Service. If you become aware that your child has provided us with personal information without your consent, please contact us. We do not knowingly collect personal information from children under 16. If we become aware that a child under 16 has provided us with personal information, we take steps to remove such information and terminate the child's account.

14. CONSENT

By using the Gossip Service in any way, you agree to comply with these Terms of Service. In addition, when using a particular service, you agree to abide by any applicable posted guidelines, which may change from time to time. Should you object to any term or condition of the Terms of Service, any guidelines, or any subsequent modifications thereto or become dissatisfied with the Gossip Service in any way, your only recourse is to immediately discontinue your use of the Gossip Service.