

Website Terms of Use

Last Modified: Apr 3, 2024

1. Acceptance of the Terms of Use

These terms of use are entered into by and between You and 11thestate Incorporated ("**Company**", "**we**", "**us**", or "**11thestate**"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, "**Terms of Use**"), govern your access to and use of the Company's proprietary website www.11thestate.com, including any content, functionality, and services (**the "Service"** or together "**Services**") offered on or through www.11thestate.com (the "**Website**", the "**Platform**", the "**11thestate**").

Please read the Terms of Use carefully before you start to use the Website. **By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <https://www.11thestate.com/privacypolicy.pdf>, incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

2. Changes to the Terms of Use

We may revise, update and modify these Terms of Use from time to time at our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of the revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

3. Definitions

All definitions we are using in Terms of Use and on the [11thestate.com](http://www.11thestate.com) including but not limited to definitions such as Case, Plaintiffs, Violation, Litigation, Securities as well as other legal definitions used in the field of the court hearings refer to only potential cases, perspective plaintiffs and suspected violation that may result from the Platform users activities. 11thestate is not providing legal advice and legal services as well as not and will never be involved in class action lawsuits, court hearings, initiate court hearings, register actions, or qualify actions as class actions.

The Case refers to a detailed description of the securities-related situation that could potentially be recognized as a violation of the rights of investors and potentially lead to legal proceedings. The Case itself is neither evidence of any violations nor an incentive for investors to act, nor grounds or inducement for initiating or engaging in any legal proceedings.

4. The 11thestate Platform

We provide an information-only Platform for collaboration and communication between legal professionals (i.e., Attorney Users) and those seeking assistance in securities litigation (i.e., Investor Users). The Platform is not intended to, and does not, offer any advice, recommendations, referrals, inducement, or effect on other mentioned parties. The platform also provides users with and functionality of an online marketplace for consumers of professional legal services and professional service providers on a global computer network.

5. Service

The platform provides users with the ability to register a complaint or injustice by initiating or joining cases that can be taken up for handling on a competitive basis by Attorneys registered on the Website. By providing your information to 11thestate, you agree that 11thestate may release your contact information and all information that may be provided by you to the attorneys, lawyers, law firms, legal financial service providers, or other legal service providers. 11thestate also provides newsletters, which are also subject to these Terms of Use, Privacy Policy, and Disclaimers.

11thestate Services include, without limitation, access to the Company's online community; communication tools; document management and storage solutions; and payment services. We are in the legal industry, but we are not a law firm and we are not a legal service. 11thestate does not offer any legal representation, advice, opinions, recommendations, referrals, or counseling. Our Website simply provides a marketplace for those seeking legal assistance to coordinate efforts for lawsuits and transact with legal professionals. Use of the Website does not form an attorney-client relationship with Attorney Users. The information posted or made available on or through the Website, including, without limitation, any responses to legal questions posted on the Website; information posted publicly on the Website; or information sent in an unsolicited message to a User is not intended as legal or investment advice, is not confidential and does not create an attorney-client relationship. It is considered User-Generated Content.

We are not an attorney referral service. We do not select or endorse any individual legal professional to service an Investor User. We do not warrant, guarantee, or predict any outcome of any litigation or Case success on the platform. Although we use commercially reasonable efforts to confirm that Attorney Users are licensed attorneys, we do not make any representation or warranty as to the competence, diligence, or quality of any Attorney User. We do not make any representation or warranty concerning the qualifications of any non-attorney Scout User. 11thestate may never be held liable for the actions or omissions of any Attorney User or Scout User performing legal services and/or coordinating efforts for lawsuits.

Any use of the 11thestate Service is not intended to, and does not, create an attorney-client relationship with 11thestate. No attorney-client relationships appear on the Platform. All attorney-client relationships between attorneys and potential clients are formed outside of the Platform and must be in writing. 11thestate is not liable for the actions or omissions of any User performing legal services for Investor Users.

6. Types of Users

"Investor Users" or "Investors" are those who are seeking legal support to protect and represent their interests in potential security class action cases. Investor Users can initiate cases and join cases initiated by other users, including other Investor Users, Scout Users, and Attorney Users. Investor Users may also submit requests and post different comments if such functionality is available on the Platform. Investor Users are not and will never be in an attorney-client relationship with 11thestate.

“Scout Users” or “Scouts” refer to users who are deemed to be professionals in the financial and/or legal and/or investigation spheres. Scout Users can initiate cases, join cases, provide support to other users, and they can also be content contributors to the Platform. Scout Users also contribute high-quality cases to the Platform and help facilitate work on the Platform by creating professional cases and blog content which, in turn, helps less educated and experienced Investor Users find relevant cases for them to join.

“Attorney Users” or “Attorneys” refers to users who are licensed attorneys and who may communicate with and provide legal services to Investor Users. Attorney Users are not the employees or agents of 11thestate. Attorney Users are solely responsible for ensuring that any information, solicitations, or advertisements they post or place on the Website, including without limitation User-Generated Content, and any communications they may have with prospective clients through the Website or the Service, fully comply with all applicable laws and rules of professional conduct, including those concerning the unauthorized practice of law and those regulating the form, manner or content of communications with clients, advertising, or other matters. 11thestate does not provide legal services and does not charge for legal services.

7. Accessing the Website and Account Security

You and you alone are responsible for your account as a User on this Website. If you sign up on the Website, you will create a personalized account that includes a unique username and a password to access the Service and receive messages from the Website. You are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the account. You agree to notify 11thestate immediately of any unauthorized use of the account, or any other breaches of security. We will not be responsible for any liabilities, losses, or damages arising out of the unauthorized use of your computer, mobile device, or other computing device and/or account.

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our *Privacy Policy*, <https://www.11thestate.com/privacypolicy.pdf>, and you consent to all actions we take concerning your information consistent with our Privacy Policy.

If you choose or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security

information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or another identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

For the clauses addressing our treatment of personal information, please refer to our Privacy Policy which is hereby incorporated into these Terms of Use by this reference.

8. Users' Core Obligations

Investor Users by initiating or joining a case are responsible for the submission of the accurate and correct information and details.

Scout Users should submit high quality accurate lawful cases and Contributions to the Platform and help facilitate work on the Platform by creating professional cases and blog content which, in turn, helps less educated and experienced Investor Users find relevant cases for them to join.

Attorney Users are responsible for acceptance of the Terms of Use posted on the Platform. Attorney Users accept these Terms of Use, including their payment obligations, set out in Article 10 hereof by starting to use the Platform.

Since the verification of Investors and the conclusion of an agreement between them and an Attorney takes place outside of the Platform, the winning Attorney is obliged to agree with Investor Users on the terms and conditions no worse than his offer provided on the Platform.

Attorneys are not obliged to conclude contracts with all joined Investor Users but only in the quantity and with those necessary for the initiation and introduction of further legal proceedings.

Attorneys are obliged to notify the Platform about the receipt of the necessary information from the Investor Users and the status of the conclusion of the contract.

During the Case, the Attorney is obliged to give timely and detailed updates on the progress of the entire process starting with the status of collecting the necessary documents from Investor Users, concluding and terminating the contract, about all milestones of complaint, lawsuit, trial from the moment of filing the claim to settlement instructions.

Attorney Users can modify Case wording while acting in the best interest of the Investor Users, making sure, among other objectives, that their work and work results fully comply with all applicable laws, rules of professional conduct, and court requirements.

9. Tender Process

The case posted on the Platform is a public request to Attorney Users for legal services proposal.

Investors Users can join the Case right after the publication.

When joining a Case, Investors provide personal and commercial information about the details of their trading activity and/or respective investment position. They are responsible for this information to be true and

accurate. The information will be available only to them, to the Platform (including employees), and publicly, but only in a generalized and aggregated form.

Attorneys can post their proposals immediately after the publication of the Case on the Platform.

Attorneys' proposals must contain commercial terms, jurisdictions (states, countries) in which they plan to initiate litigation, and any other information that may be essential for the provision of services.

The bidding process on the Platform assumes the principle of competition. The Attorney users who take part in the bidding process do not see the proposals and quotes of one another.

The choice of an Attorney is made by voting, and the winner is determined by a simple majority. In case of the same number of votes, to preserve the objectivity of the platform, the proposal wins the voting 1) by offering a better price and 2) according to the order of submission of the proposal. To improve the quality of the algorithm and at its discretion, the Platform may change the procedure of determining the winner in case of the same number of votes.

The Attorney User will also have a functionality that allows them to start voting on a number of specific details, such as: choosing the venue for filing a claim, accepting a settlement proposal from the defendant, filing an appeal, and other details at his discretion. Investors should be aware that voting on any of these specific details is for the sake of providing additional information to the service provider and is not legally binding for Attorneys. However, Attorneys are required to act in the best interests of their Clients.

Since each Case posted on the platform has its uniqueness, therefore, the Platform reserves full rights to establish and change the order, time frames, the time of the beginning and end of voting, and the time frame for collecting applications from Investors and Attorneys ("Accumulation Period").

After the winner has been determined, the Investor Users will be contacting the Attorney directly. The Investor User is obliged to undergo personal verification and verification of his losses and entry into an agreement with the Attorney User. Since Cases may be numerous, not all Investors will be asked for verification, personal and commercial information, and the conclusion of a contract, but this does not affect their rights to further protect their interests.

Since the verification of Investors and the conclusion of an agreement between them and an Attorney takes place outside of the Platform, the winning Attorney is obliged to agree with Investors on the terms and conditions no worse than their offer provided on the Platform.

Attorneys are required to notify the Platform about the receipt of the necessary information and the status of the conclusion of the contract.

During the Case, the Attorney is obliged to give timely and detailed updates on the progress of the entire process (starting with the status of collecting the necessary documents from Investors, concluding and terminating the contract, about all milestones of the trial from the moment of filing the claim to settlement instructions) as follows, but not limited to:

- Court
- Case Number
- Claim Submission Deadline
- Proposed Gross Settlement Amount
- Proposed Legal Fees, Settlement Administrator
- Settlement Official Website
- Link to Online Claim Submission Form

- Security Type
- Eligible Investors
- Class Period Start
- Class Period End
- Special Terms of Settlement
- Objection Deadline
- Exclusion Deadline
- Hearing Submission Date
- Settlement Hearing Date

10. Purchases and Fees

11thestate may offer paid products and services from time to time to all Users in the form of a Subscription and/or Package Fees on the Website.

The Subscription shall be automatically renewed. Any User may cancel the Subscription at any time. The Subscription fee and all other payments are non-refundable.

Attorney Users are subject to payment Processing and Support Fees per Case for the sophisticated infrastructure and functionality provided by the Platform. Fees are calculated based on the number of Investor Users who joined a Case.

For the purposes of Fee calculation, the number of Investor Users referred to in the field "Joins" for a Case is counted as of the date of the final Court decision (approving the settlement).

If an Attorney significantly changed the initial Case, launched several Cases in court, or added a related derivative Case, with the Investor Users who joined the initial Case on the platform, remaining this Attorney's clients until the resolution of all aforementioned Cases, then the Attorney's obligations with regard to Fees payment must be satisfied in full.

Subject to the sole discretion of 11thestate, Company may pay Scout Users, Investor Users, and Attorney Users, an Activity Remuneration Fee for different kinds of activities (e.g., number of initiated Cases, Joins, Platform referrals, etc.) and milestones (e.g., successful Cases, different quality thresholds, etc.)

Specific terms and conditions between the Platform and Attorney User ("Parties") with regards to each particular Case on the Platform could be agreed in a separate agreement by the Parties.

11. Promo Codes and Credits

11thestate may, at its sole discretion, distribute promotional codes to any Users that may be redeemed for account credit, or other features or benefits on the Platform.

12. Disintermediation Policy and Fees

Each User acknowledges that 11thestate uses substantial labor and effort to maintain the Platform. Each User represents and warrants that it will not circumvent or attempt to circumvent the 11thestate Platform or these Terms of Use.

At 11thstate's discretion, any User circumventing or attempting to circumvent the Platform or these Terms of Use may have substantial restrictions placed on their account, which may significantly limit their usage of the Platform.

13. Verifications

Because we cannot guarantee legitimacy, correctness, and the fitness of any case for your specific needs, we encourage all Users to make their review, research, verification, and examination of cases before performing any actions.

Because we cannot guarantee legitimacy, correctness, and the fitness of any information provided by Investor Users or Scout Users, we encourage Attorney Users to conduct their own verification and know your client and due diligence procedures.

Because we cannot guarantee the fitness of any of the Attorney Users for your specific needs, we encourage Investor Users to research any Attorney User before accepting professional advice or services. Investor Users may also request a written legal engagement agreement specifying the terms, scope, limitations, and conditions of the representation.

We may require you to provide additional information or documents to verify your identity, including your date of birth, physical address, identification number, copy of the government-issued identification document, or other information that will allow us to reasonably identify you.

We may require you to provide additional information or documents to verify the accuracy and reliability of any information provided by you on the Website.

14. User Conduct

You may use the Website only for lawful purposes and following these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real-time activities through the Website.
- Use any robot, spider, or other automatic devices, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

Any User who violates these Terms of Use shall be liable for any and all damages caused by such violation. 11thestate shall not be liable for any damages caused by any User's violation of these Terms of Use.

15. Content Standards

These Content Standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, 11thestate has the right to delete any comment or Content that it believes, in its sole discretion, does or may violate the Terms of Use of the Website by you.

Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy <https://www.11thestate.com/privacypolicy.pdf>
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.

- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Give the impression that they emanate from or are endorsed by us or any other person or entity if this is not the case.
- Post content with the intent to influence the quotes of public companies or harm their reputation or the reputation of others.

16. User Contributions

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "**post**") content or materials ("**User Contribution**", collectively "**User Contributions**") on or through the Website.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, and successors, and assign the non-exclusive right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

When you post any User Contribution on the Site or give 11thestate permission to post your Content, you agree to:

- Post User Contributions in both tone and content that contribute in a positive and high-quality manner to the substantive exchange of information and the subject matter of the Website.
- Automatically grant 11thestate a royalty-free, perpetual, worldwide, irrevocable, non-exclusive and fully transferable, and sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any User Contribution (in whole or in part) and/or to incorporate any of your User Contributions in other works now or in the future and any media formats and through any media channels.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

User-Generated Content posted on the Website, such as blog posts and cases, is provided for informational purposes only, with no assurance that the User-Generated Content is true, correct, or accurate. User-Generated Content is not a substitute for professional legal advice or a solicitation to offer legal advice regarding specific facts. You should not delay or forego seeking legal advice or disregard professional legal

advice based on User-Generated Content. Delay in seeking such legal advice could result in a waiver of any claims you may have, depending on the applicable statute(s) of limitation. User-Generated Content is not regulated by any state or national bar association.

17. Contributions Conduct

All Users understand that User Contributions on the Platform, including, without limitation, Cases, blog posts, and communications, can be price and reputation sensitive for related public companies. Further, all Users understand that any actions taken on the Platform, including, without limitation, Case initiating or joining, link sharing, and referrals, can be price and reputation sensitive for related public companies. All Users understand and accept responsibility under any applicable federal, state, local, or international law or regulation for intentionally causing material and/or reputational damage through their activities on the platform.

When you post any User Contribution on the Website, you also agree to abide by the following disclosure rules:

- To disclose the existence at the time of writing of a long or short position (including stocks, options, or other instruments) in any stock mentioned in any User Contribution.
- You may not write about a stock with the intention to boost or reduce the stock's price and sell (or buy) the stock into the resulting strength or weakness.
- If you intend at the time of writing to sell or buy a stock within three days of publication of a User Submission that discusses that stock, you must disclose this intention.
- Abide by the following conflict of interest rule: You will disclose any material relationships with companies whose stocks you write about in a User Contribution or parties that stand to gain in any way from the viewpoint you are outlining.
- If you choose an alias, be responsible for all statements made and acts or omissions that occur by use of your alias.
- Waive any and all rights against 11thestate and hold 11thestate harmless in connection with any claims relating to any action taken by 11thestate as part of its investigation of a suspected violation or result of its conclusion that a violation of these Terms of Use has occurred, including but not limited to the removal of User Contribution from the Site or a suspension or termination of your access to the Website.
- Maintain and promptly update your registration data to keep it true, accurate, current, and complete.

You agree not to:

- Choose an alias that is threatening, abusive, offensive, harassing, derisive, defamatory, vulgar, obscene, libelous, hatefully, racially, ethnically, or otherwise objectionable.
- Post or transmit any Content that you either know or should know is false, deceptive, or misleading, or misrepresent or deceive others as to the source, accuracy, integrity, or completeness of any comment you post.
- Post or transmit any Content that is unlawful, harmful, or injurious to others, contains software viruses, or other harmful computer code, files, or programs, threatening, abusive, offensive,

harassing, derisive, defamatory, vulgar, obscene, libelous, hatefully, racially, ethnically or otherwise tortious or objectionable.

- Post or transmit any Content that does or may invade privacy or violate or infringe on any rights of others, including, without limitation, copyrights, and other intellectual property rights.
- By use of your alias or in any comment, impersonate any person or entity, falsely or deceptively state, infer or otherwise misrepresent your affiliation with or connection to any person or entity.
- Post or transmit any Content which, either the act of posting or the comment itself, you do not have a right to do under any law, regulation, or order of any court, or as a result of an employment, contractual, fiduciary, or other legal obligation or relationship.
- Post or transmit any advertising, promotional materials, so-called "chain letters," "pyramid" or other schemes or invitations to participate in these or any other form of solicitation or promotion.
- Post or transmit any non-public or otherwise restricted, confidential, or proprietary information without authorization.
- Violate any local, state, national or international law, regulation, or order of any court, including but not limited to regulations of the U.S. Securities and Exchange Commission or any rules of any securities exchange, including without limitation, the New York Stock Exchange, the American Stock Exchange or The Nasdaq Stock Market.

The 11thstate Platform does not offer advice of any kind, including, without limitation, investment, financial, or legal advice. Any content and actions taken on the Platform are not recommendations, solicitations, or prompting to act of any kind. Information related to public companies (such as logos, profile details, quotes, etc.) is used for information purposes only. No content on the Platform is intended to affect or damage the value or reputation of any third party.

18. Monitoring and Enforcement

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason at our sole discretion.
- Take any action concerning any User Contribution that we deem necessary or appropriate at our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes on any intellectual property right or other rights of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any

materials on or through the Website. YOU INDEMNIFY AND HOLD HARMLESS THE COMPANY FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY DURING OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for the performance or nonperformance of the activities described in this section.

19. Responsibility for User Contributions and Content

While we believe that the Website can and should be a venue for the exchange of information, you understand that the Website is open for posting to all users. Some individuals may post content that may be offensive, indecent, objectionable, false, misleading, or simply inappropriate.

Each individual who submits a User Contribution, whether published on the Website or not, is solely responsible for her or his acts, including the content, context, or information in the User Contribution he or she submits. This means that each individual, and not 11thestate, is entirely responsible for anything and everything she or he posts on the Website. 11thestate cannot and does not guarantee the accuracy, integrity, or quality of anything that may appear on its Website.

20. Disclosure

We reserve the right to access, read, preserve, and disclose any User Contribution (whether published or not) or any other information we believe is reasonably necessary to (a) comply with any applicable law, regulation, legal process, subpoena, or governmental or regulatory request, (b) enforce these Terms of Use, including investigation of potential violations of it, (c) detect, prevent, or otherwise address fraud, security or technical issues, (d) respond to user support requests, or (e) protect the rights, property or safety of the Platform, its users, yourself or the public.

21. Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website includes content provided by third parties, including materials provided by other users, bloggers, third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

22. Linking Policy

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send emails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, solely with respect to the content they are displayed with, and otherwise following any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Website other than the homepage.
- Otherwise take any action concerning the materials on this Website that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

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You understand and agree that 11thestate may, under certain circumstances and without prior notice to you, terminate your access to and use of the Website. Cause for such termination shall include, but not be limited to (i) breaches or violations of the Terms of Use or other agreements or guidelines, (ii) requests by law enforcement or other government or regulatory authorities, or (iii) repeat violators of third party copyrights or other intellectual property.

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All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your state or country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and the venue in such courts.

SOLE AND EXCLUSIVE JURISDICTION FOR ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE IN THE STATE OF DELAWARE AND THE PARTIES UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL

All claims between the parties related to this Agreement will be litigated individually and the parties will not consolidate or seek class treatment for any claim unless previously agreed to in writing by the parties.

32. Arbitration

At Company's sole discretion, it may require You to submit any disputes arising from these Terms of Use or use of the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Delaware law.

33. Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN THREE (3) MONTHS AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

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No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

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