

Please read these Legal Terms of Use in their entirety prior to using our Web site or services.

YOUR USE OF THIS WEB SITE, CONTENT, AND/OR SERVICES PROVIDED BY MIMONARCA.COM CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS (this "Agreement") INCLUDING THE ARBITRATION/CLASS ACTION WAIVER PROVISION (INCLUDING THE RIGHT TO OPT OUT) SET FORTH IN SECTION 5 BELOW.

MiMonarca.com (the "Web Site") is a service made available by MiMonarca.com. These terms and conditions apply to any and all content, materials, information and software provided on or through the Web Site or by any other means by MiMonarca.com (collectively referred to herein as the "Content") and on or through any service ("Services") provided to you by MiMonarca.com, its affiliated companies, or its marketing partners, including without limitation the services described in section 4 below irrespective of whether such services are ordered through the Web Site. The Web Site, Content, and Services are collectively referred to herein as "MiMonarca.com Services". By accessing, viewing, or using MiMonarca.com Services, you indicate that you understand and intend this Agreement to be the legal equivalent of a signed, written contract and equally binding.

Please read carefully the following terms of service together with our privacy policy and cookie policy (both of which serve as integral parts of the Terms) (collectively, the "Terms") because they constitute a binding agreement between you, the individual or entity accessing or using the Website or Services, and us.

MiMonarca.com reserves the right to change this Agreement at any time by posting a new version on the Web Site. Such posting will constitute adequate notice to you. Your continued use of MiMonarca.com Services after the effective date of such amendment will constitute your acceptance of it.

#### 1. Not Legal Advice

MiMonarca.com does not provide legal or financial advice at any time. MiMonarca.com Services are not a substitute for advice from a licensed attorney or accountant. MiMonarca.com Services are not intended to and do not constitute legal advice and no attorney-client relationship is formed. Submissions to MiMonarca.com via this Web Site or by any other means are not treated as confidential except for credit card information or other information that is protected by law against disclosure and then only to the extent of such law. You should not act, or refrain from acting, based upon any information on this Web Site or provided by MiMonarca.com.

1.1. By accessing the Website or by using it or Services in any other manner, you signify your acceptance of the Terms. If you do not agree to the Terms, you may not access or use the Website or Services.

1.2. The Website and Services are not intended for or directed toward individuals under the age of 18. If you are under the age of 18, you do not have authorization or permission to access or use the Website or Services.

1.3. If you have questions or comments about the Terms, feel free to contact us at: [legal@MiMonarca.com](mailto:legal@MiMonarca.com).

#### 2. Our Services

2. 1. We provide an AI-powered platform that helps to develop, launch, and manage a business, and that will include a logo design and branding capabilities, including but not limited to the ability to create and manage a logo, website, domain name, business mailbox, digital business card, and graphic designs (such as presentations, social tools, and other marketing materials); purchase printing branded products; engage with our experts to access premium features in the platform; and, where applicable, manage compliance aspects of a business, including the ability to submit LLC and trademark registration applications (collectively, “**Services**”).

2.2. Unless we state otherwise in writing, all information and materials presented on the Website and Services are our sole property. For clarity, we reserve all rights not expressly granted in the Terms.

### **3. Chargebacks**

**3.1 Credit Card Payment.** When you click the "Pay & Complete Order" button, we will charge your credit card. The verification process should take only a few moments.

**3.2 ACH Payment.** Please note that payment by electronic check will delay your request by six business days to allow time for the funds to clear. At the end of this period, if funds are received, your order will be released for processing.

The following payment methods are available only by contacting our service department:

- Multiple Credit Cards. Please contact customer service immediately with credit card information.
- Wire Transfers. Domestic wire transfers generally take 3-5 business days to be received and processed. International wire transfers can take 7-10 business days. Once you have submitted your transfer request, please contact customer service to provide them with your tracking information.
- Mailed Payments.

**3.3 Deposit.** The deposit(s) listed in your order is non-refundable and will be applied towards your total service fee once your request has been completed. State fees and tax clearance (if applicable) are not included in the service fee. You are required to pay the balance of the service fee, and any applicable state filing fees and tax clearance to complete the process. MiMonarca.com will research the state fees and provide the appropriate paperwork and fee schedule. Once you receive the paperwork and fee schedule, please complete, sign, and return them along with your balance due to us for submission to the state filing office. Once the state approves your filing, we will send you the official evidence.

**3.4 Recurring Fees.** You agree that MiMonarca.com may charge your credit card on file annually for any renewable services you ordered including, without limitation, Registered Agent Service, Annual Report Preparation and File Service, or any other similar service. It is your responsibility to maintain an updated payment method on file with us in order for us to continue providing the services. You are responsible for notifying us of your desire to cancel the service(s) and to avoid any future charges by contacting us.

**3.5 Refund Policy.** If you are not satisfied with the service provided by MiMonarca.com, please contact us at [info@MiMonarca.com](mailto:info@MiMonarca.com). If you cancel your order before we have submitted it to a federal, state or local office, MiMonarca.com will refund the total amount paid for such order less a service fee. If you

cancel your order after we have already submitted it, we will use our discretion to determine what portion, if any, we will refund.

**All state fees paid to federal, state, or local offices by MiMonarca.com are nonrefundable.**

#### **4. Termination**

Please read this carefully. It affects your rights.

4.1. We can suspend or terminate your rights to use the Website and Services at any time, at our sole discretion, and without prior notice, if we believe that you have breached the Terms.

4.2. Termination of your account may involve the deletion of your account along with all related information. Arbitration and Class Action Right Waiver

MiMonarca.com and you agree to arbitrate all disputes and claims arising out of or relating to this Agreement, or to any prior oral or written agreement for MiMonarca.com Services between MiMonarca.com and you. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. A party who intends to seek arbitration must first send to the other, by certified mail or overnight courier, a written Notice of Intent to Arbitration ("Notice"). The Notice to MiMonarca.com shall be addressed to: Attn: General Counsel, \_\_\_\_\_ ("Arbitration Notice Address"). If we do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or MiMonarca.com may commence an arbitration proceeding. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this Agreement. The arbitration shall be governed by the JAMS Streamlined Arbitration Rules and Procedures, as modified by this Agreement, and shall be administered by JAMS. The JAMS Rules and fee information are available at [www.jamsadr.com](http://www.jamsadr.com), by calling JAMS at 1-800-352-5267, or by writing to the Arbitration Notice Address.

MiMonarca.com agrees to pay one-half the filing fee of any arbitration, with the total costs of arbitration to be borne by the parties to the extent of their respective fault or negligence as determined by the arbitrator; provided, however, if MiMonarca.com offers you an amount to settle the matter that you reject, and you are then awarded the same amount or less by the arbitrator, than you agree to pay the entire cost of the arbitration, excluding filing fees. You agree that, by entering into this Agreement, you and MiMonarca.com are waiving the right to a trial by jury. Unless MiMonarca.com and you agree otherwise, all hearings conducted as part of the arbitration shall take place in the city or county of your billing address. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator must give effect to the limitations on MiMonarca.com's liability as set forth in this Agreement and any other applicable agreement or law. You and MiMonarca.com agree that YOU 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. Further, unless both you and MiMonarca.com agree otherwise, the arbitrator may not consolidate proceedings of more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be

null and void. Notwithstanding any of the foregoing, you may bring an individual action in small claims court.

## 5. Experts

5.1. You may engage with our experts to access premium features in the platform and purchase a set of design and/or marketing added-value services, including one or more of the following services: website enhanced design and building capabilities, search engine optimization, and website content writing (collectively, the “**Added Value Services**”).

5.2. We may send additional terms via email, depending on the expert services plan you have selected (including, without limitation, timelines, deliverables, and refund policy – where applicable).

5.3. You acknowledge and agree that the Added Value Services depend on innumerable factors and market variables that are outside of our direct control. We make no guarantees, including, without limitation, to search engine results, rankings, or to any revenue that you may or may not generate through the website.

5.4. Certain Added Value Services may involve distribution of content that you provide, including, without limitation, business listing information, store location, operation hours, contact information (“**User Content**”) and interactions with publishers (the “**Publishers**”) that own or operate online business directories, search web sites, social media, mobile applications or other online services and properties (the “**Publishers’ Websites**”).

5.5. You grant us a worldwide, royalty-free, irrevocable, perpetual, non-exclusive license, permission, and consent to use, distribute, copy, publish, syndicate, reformat and update (for example, to improve accuracy and standardize formats) any and all User Content, business listing, and other information or content that you or anyone on your behalf makes available in connection with your use of the Added Value Services. We may sublicense these rights to any Publishers and other business partners, as the case may be. This license will survive any termination or expiration of the Terms.

## 6. Changes & Availability

6.1. To improve the Website and Services, we may from time to time change the Website’s and Services’ structure, layout, design, or display, as well as the scope and availability of the information and content therein, without giving any prior notice.

6.2. Changes of this character by their very nature are likely to result in glitches or cause inconvenience. We will not be held responsible for any outcome of these changes, or any failures resulting from them.

## 7. Operation

7.1. We will make commercially reasonable efforts to run the Website and Services efficiently and accessible, subject to our right to discontinue, temporarily or permanently, the operation of the Website and Services, or any part thereof, or block, remove or delete any content from the Website and Services at our sole discretion and without prior notice.

7.2. However, the Website’s and Services’ operation is dependent upon various factors such as software, hardware, and communication networks. By their nature, these factors are not fault-free. Accordingly, we do not warrant that the Website or Services will operate in an uninterrupted or error-free manner, or that

it will always be available, free from all harmful components, or that at all times it will be completely safe, and secured from unauthorized access to our computers, immune from damages, free of malfunctions, bugs or failures, including, without limitation, hardware failures, software failures, and software communication failures, originating either in us or any other service provider. Such incidents and activities will not be considered a breach of the Terms.

## **8. Unacceptable Use**

8.1. You may not access or use the Website or Services for or in connection with any activity that constitutes or encourages conduct that would (i) constitute a criminal offense; (ii) give rise to civil liability; (iii) violate any applicable local, state, national, foreign law or industry standard, including, without limitation, any applicable laws and regulations governing intellectual property, privacy, defamation, fraud, mass email, spam, harassment, obscenity, hate-speech, export control, consumer protection, unfair competition and false advertising or any other deceptive practices; or (iv) provide us with content that may create materials that: (a) are pornographic, sexually explicit or violent; (b) reasonably likely to cause harm or could be reasonably considered as slanderous or libelous; (c) are defamatory of any person, obscene, promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; (d) infringe any copyright, design right, database right or trademark of any other person; or (e) are likely to deceive any person, breach any legal duty owed to a third party, or promote any illegal activity.

8.2. You may not access or use the Website or Services to (i) upload, post, email, transmit, record, provide a recording or otherwise make available any information and materials that infringe a third party's right, especially privacy, publicity, and intellectual property rights; software viruses, trojan horses, worms and any other malicious application to computers and networks; or (ii) develop or create a similar or competitive product or service to the Website or Services.

8.3. You may not use the Website or Services for any commercial or business purpose that is not expressly permitted by the Terms, including, without limitation, providing the Website or Services to third parties by reselling, licensing, renting, leasing, transferring, lending, timesharing, assigning, mirroring, redistributing, or displaying the Website, Services, or any part thereof, without our prior written and explicit permission.

8.4. Without limiting the aforesaid, you may not (i) modify any material or content that we make available on the Website or Services, except as expressly permitted under the Terms; (ii) engage in or attempt to engage in any form of testing, scanning, crawling, scraping, probing, robotic navigating, bulk extracting or hacking the Website or Services; (iii) interfere with, burden or disrupt the functionality of the Website or Services; (iv) circumvent, impair or manipulate the operation of the Website or Services; (v) work around or circumvent any technical limitations on the Website or Services, or use any tool to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the Website or Services; (vi) embed, frame or otherwise link directly to the Website or Services, from any other webpage, application or other resources, without our prior written permission; (vii) engage in any false, misleading or deceptive acts or practices involving the Website or Services, or your identity, agency or affiliation with any person or entity; or (viii) breach the security of the Website or Services, or any network or server used by the Website or Services.

8.5. To the maximum extent permitted by law, we may at any time, at our sole discretion, and without prior notice, delete, or modify any material from the Website or Services, in whole or in part.

## **9. Correction of Errors**

9.1. We make commercially reasonable efforts to ensure the reliability and availability of the Website. However, errors, mistakes, and malfunctions may occur from time to time.

9.2. You could help us to maintain a high level of service by notifying us of any potential errors, mistakes, and malfunctions at: [support@MiMonarca.com](mailto:support@MiMonarca.com).

## **10. Intellectual Property**

10.1. If you upload any type of content to the Website (“**Your Content**”), you represent and warrant that you do not violate any third party’s rights.

10.2. We do not claim ownership over Your Content or the Logo.

10.3. Unless we state otherwise in writing, all information and materials available on the Website and Services which are not Your Content and the Logo, are our sole property or licensed to us by third parties.

10.4. You grant us a worldwide, royalty-free, irrevocable, perpetual, non-exclusive license, permission and consent to use the Logo, Your Content, your name and likeness, and any associated rights, including intellectual property rights, the right of publicity and the right to privacy, for our internal and marketing purposes (including, without limitation, to address your requests, improve the Website and Services, and for legal defense – where applicable) and you represent and warrant that you have all the rights necessary to grant us such license. This license will survive any termination or expiration of the Terms.

10.5. Unless we state otherwise in writing, we do not grant you any rights to patents, copyrights, trademarks (whether registered or unregistered), trade names, trade secrets, domain names or any other rights, functions or licenses concerning the Website or Services, and we reserve all rights not expressly granted in the Terms.

10.6. Without limiting the above said, the Website’s and Services’ trademarks (whether registered or not) and copyrights, our name and logo, and the Website’s domain name are our sole property. You are not allowed to use them, or any confusingly similar mark or text, without our prior express written consent.

## **11. Disclaimer of Warranty**

11.1 MIMONARCA.COM SERVICES ARE PROVIDED ON AN "AS IS" BASIS. MIMONARCA.COM EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. MIMONARCA.COM DISCLAIMS ALL RESPONSIBILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM, OUT OF OR IN ANY WAY RELATED TO (A) ERRORS IN OR OMISSIONS FROM ANY MIMONARCA.COM SERVICES, INCLUDING BUT NOT LIMITED TO INACCURACIES AND TYPOGRAPHICAL ERRORS, (B) ANY THIRD PARTY WEB SITES OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS IN ANY MIMONARCA.COM SERVICES, INCLUDING BUT NOT LIMITED TO ANY ERRORS IN OR OMISSIONS THEREFROM, (C) THE UNAVAILABILITY OF ANY MIMONARCA.COM SERVICES, OR ANY PORTION THEREOF, (D) YOUR USE OF ANY MIMONARCA.COM SERVICES, (E) YOUR USE OF EQUIPMENT OR SOFTWARE IN CONNECTION WITH ANY MIMONARCA.COM SERVICES OR (F) THE CONTENT CONTAINED IN ANY MARKETING MATERIALS OR EMAILS RELATED TO MIMONARCA.COM SERVICES.

11.2 MiMonarca.com does not provide legal advice. Our services are not a substitute for the advice of an attorney and providing these services to you does not create an attorney-client relationship. Further, MiMonarca.com cannot advise you where to incorporate or qualify your business. Please note that you may need to register your company in any state where you have a physical presence or do substantial business.

11.3 MiMonarca.com does not represent or warrant that MiMonarca.com Services are error free or free from other harmful components. We will take steps to the best of our ability to correct all known defects with MiMonarca.com Services. MiMonarca.com does not warrant or represent that MiMonarca.com Services will be correct, accurate, timely or otherwise reliable. MiMonarca.com may make improvements and/or changes to the features and functionality of MiMonarca.com Services at any time. Any transaction involving MiMonarca.com Services between you and MiMonarca.com is deemed to be a business to business transaction.

11.4 Third party content may appear on the Web Site or may be accessible via links from MiMonarca.com Services. These sites have not necessarily been reviewed by MiMonarca.com and are maintained by third parties over which MiMonarca.com exercises no control. Accordingly, MiMonarca.com expressly disclaims any responsibility for the privacy policies, information collection practices, the content, the accuracy of the information, and/or quality of products or services provided by or advertised on these third-party websites. Moreover, these links do not imply an endorsement with respect to any third party or any website or the products or services provided by any third party.

## **12. Limitation of Liability**

12.1 IN NO EVENT SHALL MIMONARCA.COM BE LIABLE FOR ANY:

- I. INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND (INCLUDING ATTORNEY'S FEES) RESULTING FROM YOUR USE OF ANY MIMONARCA.COM SERVICES (EXCLUDING SERVICE OF PROCESS) IN AMOUNT IN EXCESS OF THE FEES PAID TO MIMONARCA.COM IN THE PRIOR TWELVE MONTHS;
- II. INJURY, CLAIM, LIABILITY, DAMAGE, OR DEFAULT OF ANY KIND (INCLUDING ATTORNEY'S FEES) RESULTING DIRECTLY OR INDIRECTLY FROM THE DELIVERY OR FAILURE TO DELIVER SERVICE OF PROCESS IN AMOUNT IN EXCESS OF ALL SERVICE FEES PAID BY YOU TO MIMONARCA.COM FOR THE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY; OR
- III. SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING ATTORNEY'S FEES), IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE USE OF ANY MIMONARCA.COM SERVICES, INABILITY TO USE THE WEB SITE, OR THE COMPLETENESS OR ACCURACY OF THE CONTENT.

12.2. We, and our employees, directors, shareholders, advisors, or anyone acting on our behalf, will not be liable to you or any other person for the Website's and Services' properties, abilities, limitations, fitness to your needs, or for the availability or unavailability of any content through the Website and Services.

12.3. We, and our employees, directors, shareholders, advisors, or anyone acting on our behalf, will not be liable for any direct, indirect, incidental or consequential damage, or any other damage, and loss (including loss of profit and loss of data), costs, expenses, and payments, either in tort, contractual, or in

any other form of liability, arising from, or in connection with the use of, or the inability to use the Website and Services, or any failure, error, or breakdown in the function of the Website and Services, or from any fault or error made by our staff or anyone acting on our behalf, or from your reliance on the content or material originating from third parties, or any communication with us or with other users in connection with the Website and Services – whether or not we have been advised of the possibility of such damage, loss, costs, expenses or payments.

### **13. Indemnification**

13.1. You will indemnify, defend and hold harmless us, our employees, directors, shareholders, advisors, or anyone acting on our behalf from and against any claims, demands, damages, losses (including, without limitation, loss of profit), payments, including, without limitation, payments of taxes owed by you, or expenses, including legal expenses and attorney fees, that we incur in connection with your breach of the Terms or any unlawful or tortious action or inaction by you or anyone on your behalf concerning the Website and Services.

13.2. For clarity, your breach of the Terms includes, without limitation, the following: (i) any violation of the Terms or any part thereof; (ii) any violation of any third party's rights resulting from Your Content, the Logo, or your use of the Website or Services; and (iii) any other type of claim that your use of the Website or Services caused damage to a third party.

### **14. Updates**

14.1. From time to time, we update the Terms. We will send you an email message or post a notice on the Website, thirty (30) days before our updated Terms take effect, unless the update includes non-material changes (non-material changes will be effective immediately and without a notice), and except in urgent situations such as preventing fraud, compliance with applicable law, or addressing security and operability issues (which will be effective as soon as required, at our sole discretion). If you object to any changes, you may cancel your account.

14.2. By continuing to use the Website or Services after the updated Terms take effect, you signify your agreement to the updated Terms, unless applicable law requires us otherwise.

14.3. We may modify, enhance, or improve the Website and Services, and may accordingly offer additional tools and features. Such additional tools and features may be governed by additional or different terms, as provided by us, where applicable.

### **15. TCPA Consent & Privacy**

15.1 You expressly consent to receiving calls and messages, including auto-dialed and pre-recorded message calls and SMS messages (including text messages) from us, our affiliates, marketing partners, agents and others calling at their request or on their behalf, at any telephone numbers that you have provided or may provide in the future (including any cellular telephone numbers). Your cellular or mobile telephone provider will charge you according to the type of plan you carry. You also agree that we may contact you by e-mail, using any email address you have provided to us or that you provide to us in the future. We may listen to and/or record phone calls between you and our representatives without notice to you as permitted by applicable law. For example, we listen to and record calls for quality monitoring purposes.



## 16. Miscellaneous

16.1. The paragraph headings herein are intended solely for the purpose of orientation and reading convenience and will not be used for interpretation purposes.

16.2. The Terms constitute the entire agreement between you and us. The Terms supersede any agreements, negotiations, and understandings, whether written or oral, and no waiver, concession, extension, representation, alteration, addition, or derogation from the Terms will be effective unless we state otherwise in writing.

16.3. If any provision of the Terms is held by a court of competent jurisdiction to be illegal, invalid, unenforceable, or otherwise contrary to law, the remaining provisions of the Terms will remain in full force and effect, to the maximum extent permitted by law.

## 17. Breach of Agreement and Violation of Laws

17.1 MiMonarca.com reserves the right to seek all remedies at law and in equity for violations of all laws and this Agreement, including but not limited to, the right to block access from a particular Internet address to MiMonarca.com Services and its features, and terminate any services without refund of fees paid.

17.2 You agree that you will not use MiMonarca.com Services for any fraudulent or unlawful purpose. You agree that you have truthfully disclosed your identity as the named individual placing an order, have the authority to form such entity; and are not prohibited from making a transaction by any governing body.

17.3 You further agree that you will not infringe on the intellectual property of MiMonarca.com or third-parties.

17.4 If you violate or exceed the scope of this Agreement or infringe our proprietary rights, you acknowledge and agree that we would be irreparably harmed and may (in addition to other relief and without having to post bond) obtain a court order enjoining you from further mischief. You further agree that MiMonarca.com may, without notice to you, withdraw or dissolve any entities, documents, or filings filed in contravention to this Agreement and resign as your registered agent (if applicable), and that you will indemnify and hold harmless MiMonarca.com for any liability (including the costs of MiMonarca.com in taking such action) arising from the violation of this section.

17.5 MiMonarca.com reserves the right to investigate complaints or reported violations of the Agreement and to take any action we deem appropriate including, but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary to such persons or entities relating to user profiles, e-mail addresses, usage history, posted materials, IP addresses and traffic information.

## 18. Governing Law

18.1 THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF TEXAS (USA), WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. YOU ARE RESPONSIBLE FOR COMPLYING WITH YOUR OWN LOCAL LAWS, WHICH MAY VARY WITH RESPECT TO CERTAIN ACTIVITIES OR PEOPLE (e.g., MINORS). You agree that U.S. District Courts can hear cases involving copyright issues between us. Should you have a grievance with us, you agree to

arbitrate your dispute in accordance with Section 5 above. In the event that your dispute is not eligible for such arbitration or if a court finds the arbitration provision to be unenforceable, you hereby irrevocably agree that any legal action brought against us will be brought and maintained on an individual basis (and not consolidated with similar cases) within one (1) year after the claim arises or you will be barred from bringing such legal action. If we are required to enforce this Agreement or our rights, you agree it is reasonable to send you legal notices and papers by electronic mail at your stated address.

## 19. Force Majeure

19.1 MiMonarca.com is not responsible for any delay or failure in performance of any MiMonarca.com Services in whole or in part for any reason including, without limitation: fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, transportation, utilities, services or supplies, governmental action, computer viruses, corruption of data, hacker attacks, incompatible or defective equipment, software or services or otherwise. Nothing herein enlarges any warranty or diminishes any disclaimer under this Agreement.

## 20. Miscellaneous

20.1 This Agreement and any Additional Terms reflect our entire and exclusive agreement and supersedes all other agreements regarding this subject matter, whether written or verbal. In the event of a conflict between the terms of this Agreement, Additional Terms and/or any other terms found on this Web Site or in the provision of services provided to you by MiMonarca.com or any of its affiliated companies, the terms of this Agreement shall control even if the other terms are dated later in time, unless such other terms expressly provide otherwise.

20.2 We reserve the right to assign this Agreement or delegate responsibility to any third party, including a party acquiring any of our operating assets or ownership interests. All licenses or permissions granted to you by this Agreement are personal in nature and may not be assigned, sublicensed or otherwise transferred and any attempt to the contrary is void. Any provision of this Agreement found by a court to be illegal or unenforceable shall automatically be deemed conformed to the minimum requirements of law and shall thereupon be given full force and effect as so modified. Waiver of a provision in one instance shall not preclude our enforcement of it on future occasions. Headings are for reference purposes only and have no substantive effect.

20.2 This Agreement incorporates by reference any notices contained on the Web Site. The Agreement constitutes the entire agreement with respect to access to and use of MiMonarca.com Services. If any provision of this Agreement is unlawful, void or unenforceable then that provision shall be deemed severable from the remaining provisions and shall not affect the validity and enforceability of the remaining provisions.

## 21. Privacy Policy

21.1 View the Privacy Policy for this Web Site at <https://www.MiMonarca.com/privacy.html>. The terms of that Policy, and any future amendments to it, are hereby incorporated by reference in its entirety into this Agreement and subject to these terms.