

Ask Dolly, LLC

Terms of Use Agreement

Date of Last Revision: August 19, 2026

IMPORTANT: PLEASE READ THE FOLLOWING TERMS OF USE AGREEMENT (“**TOU**”) CAREFULLY. IF YOU DO NOT AGREE WITH THESE TOU, YOU MUST NOT USE THIS WEBSITE OR ANY OF THE SERVICES, CONTENT, FEATURES, AND FUNCTIONALITY AVAILABLE THROUGH IT OR OUR OTHER ONLINE SERVICES. BY USING THIS SITE, YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO CONSENT TO THESE TOU IN THEIR ENTIRETY AND YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND FULLY ACCEPT AND AGREE TO ALL OF THESE TOU. PLEASE PRINT AND KEEP A PAPER COPY AND/OR RETAIN AN ELECTRONIC COPY OF THESE TOU FOR YOUR RECORDS.

PLEASE BE AWARE THAT SECTION 16 CONTAINS PROVISIONS GOVERNING HOW TO RESOLVE DISPUTES BETWEEN YOU AND COMPANY. AMONG OTHER THINGS, SECTION 16 INCLUDES AN AGREEMENT TO ARBITRATE WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING AND FINAL ARBITRATION. SECTION 16 ALSO CONTAINS A CLASS ACTION AND JURY TRIAL WAIVER. PLEASE READ SECTION 16 CAREFULLY.

UNLESS YOU OPT OUT OF THE AGREEMENT TO ARBITRATE WITHIN 30 DAYS: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US THROUGH BINDING, FINAL ARBITRATION, WITH LIMITED EXCEPTIONS, AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR OTHER REPRESENTATIVE PROCEEDING OR CLASS-WIDE ARBITRATION; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

Ask Dolly, LLC (“**Company**”, “**we**”, “**us**”), operates this website (www.askdolly.com), mobile applications, and other online services (the “**Site**”), and the services related to or offered on the Site, including without limitation any newsletter(s) offered by Company (hereinafter, the “**Services**”). In addition to the aforementioned Services, Company’s Services may include, without limitation, tools, applications, email services, bulletin and message boards, chat areas, news groups, forums, communities, calendars, and downloadable mobile applications related to the Site or provided through the Site. These TOU govern your use of the Site and Services that are provided by Company. Please read this agreement carefully before accessing or using the Site or any of the Services. Each time you access or use the Site or Services, you agree to be bound by these TOU in effect at the time of such access or use. If you do not agree to be bound by all of these TOU, you may not access or use the Site or Services. In addition, certain areas of the Site or Services may be subject to additional terms of use that Company makes available for your review. By using such areas, or any part thereof, you are expressly indicating that you have read and agree to be bound by the additional terms of use applicable to such areas. In the event that any of the additional terms of use governing such area conflict with these TOU, the additional terms will control. Subject to Section 16 below, Company reserves the right to amend this TOU at any time and without notice. If Company does this, Company will post an updated TOU and indicate at the top the date the TOU was last revised. Your continued use of the Site and/or Services after any such posting constitutes your acceptance of the new TOU. If you do not agree to these TOU, do not use or access (or continue to access) the Site and/or Services. This Agreement applies to all visitors, users, and others who access the Site and/or Services.

YOU ACKNOWLEDGE AND AGREE THAT THE SITE, SERVICES, AND THE INFORMATION AND CONTENT PROVIDED ON, THROUGH, OR IN CONNECTION WITH THE SITE OR SERVICES TO YOU IS PROVIDED SOLELY FOR INFORMATIONAL OR EDUCATIONAL PURPOSES AND DOES NOT CONSTITUTE LEGAL, FINANCIAL, TAX PLANNING, OR OTHER PROFESSIONAL ADVICE.

YOU ACKNOWLEDGE AND AGREE THAT NONE OF THE COMPANY, THE SITE, OR ANY SERVICES ARE ENDORSED BY OR AFFILIATED WITH FINRA, THE SEC, OR ANY OTHER REGULATORY BODY, AND THE COMPANY IS NOT A FINANCIAL INSTITUTION.

THE COMPANY MAKES NO REPRESENTATIONS, WARRANTIES, COVENANTS, OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE RESULTS OR SAVINGS THAT MAY BE OBTAINED THROUGH YOUR USE OF THE SITE OR SERVICES. BEFORE MAKING ANY FINANCIAL DECISIONS OR IMPLEMENTING ANY FINANCIAL STRATEGY, INCLUDING RECOMMENDATIONS OF THIRD PARTIES IDENTIFIED THROUGH THE SITE OR SERVICES, THE COMPANY RECOMMENDS THAT YOU OBTAIN ADDITIONAL INFORMATION AND ADVICE OF ACCOUNTANTS OR OTHER FINANCIAL ADVISORS WHO ARE FULLY AWARE OF YOUR INDIVIDUAL CIRCUMSTANCES. ALL FINANCIAL ADVISORS THAT PRODUCE, REVIEW, OR REVISE ANY CONTENT MADE AVAILABLE TO YOU ON OR THROUGH THE SITE OR SERVICES, AND ALL FINANCIAL ADVISORS THAT ARE MADE AVAILABLE TO YOU IN CONNECTION WITH THE SITE OR SERVICES, ARE INDEPENDENT PROFESSIONALS, NOT EMPLOYEES, CONTRACTORS, OR AGENTS OF THE COMPANY, AND THE COMPANY DOES NOT DIRECT, MONITOR, OR SUPERVISE THE SERVICES PROVIDED BY SUCH FINANCIAL ADVISORS.

1. User Obligations. You agree to abide by all applicable local, state, national, and international laws and regulations, including U.S. export and re-export control and economic sanction laws and regulations, with respect to your use of the Site and Services. You also acknowledge and agree that your use of the Internet and access to the Site is solely at your own risk. You should also understand that the confidentiality of any communication or material transmitted to/from the Site over the Internet or other form of global communication network cannot be guaranteed and is subject to our Privacy Policy, available at <https://dolly-terms-public.s3.us-east-1.amazonaws.com/Dolly+Privacy+Policy+01.06.pdf>, as may be updated from time to time.

2. Agreement Updates; Account Information; Electronic Communications. When changes are made, Company will make a new copy of these TOU and/or any supplemental terms ("**Supplemental Terms**"), as applicable, available on the Site, and will update the "Last Revised" date at the top of this Agreement. If we make any material changes and you have registered an account with us ("**Account**"), we will also send an email with a summary of such material changes and a link to the updated Agreement to you at the email address associated with your Account. Unless otherwise stated in such update, any changes to this Agreement will be effective immediately for users without an Account and thirty (30) days after posting for users with an Account. Company may require you to provide consent to the updated Agreement in a specified manner before further use of the Services is permitted. IF YOU DO NOT AGREE TO ANY CHANGE(S) AFTER RECEIVING A NOTICE OF SUCH CHANGE(S), YOU MUST STOP USING THE SERVICES PRIOR TO THE EFFECTIVE DATE OF SUCH CHANGE(S).

In registering an Account, you must (i) provide true, accurate, current, and complete information about yourself as prompted by the registration form (the "**Registration Data**"), and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete.

The communications between you and Company may take place via electronic means, whether through the Services or if you send Company emails, or whether Company posts notices on the Services or communicates with you via email. **For contractual purposes, you (i) consent to receive communications from Company in an electronic form; and (ii) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company electronically provides to you satisfy any legal requirement that such communications would satisfy if it were to be in writing.** The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ("**E-Sign**"). It is your responsibility to keep your Registration Data, including your email address, updated with Company so that it remains current.

3. License Grant. This TOU provides to you a personal, revocable, limited, non-exclusive, royalty-free, non-transferable license to use the Site conditioned on your continued compliance with these TOU. You may print and download materials and information from the Site solely for your personal use, provided that all hard copies contain all copyright and other applicable notices contained in such materials and information.

Company reserves the right to change or discontinue, temporarily or permanently, the Site or Services (or any part thereof) with or without notice at any time. You agree that Company, its agents, affiliates, and subsidiaries shall not be liable to you or any third party for any modification, suspension, or discontinuance

of the Site or Services. Company reserves the right to prohibit or terminate use of or access to the Site at any time, without notice, for any reason whatsoever.

4. Prohibited Activities. The Site and the Services are not intended for children under the age of 13 and children under 13 should not use the Site or the Services. You acknowledge and agree that the Site and Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws, and are the sole property of Company, or its content providers. Unless otherwise specified in writing, the Services are for your personal and non-commercial use. In connection with your use of the Site and/or the Services, you acknowledge and agree that you will not: (i) copy, reverse engineer, reverse assemble, otherwise attempt to discover the source code, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained through the Site or the Services; (ii) access the Site or Services by any means other than through the standard industry-accepted or Company-provided interfaces; (iii) post or transmit any material that contains a virus or corrupted data; (iv) delete any author attributions, legal notices or proprietary designations or labels; (v) violate any applicable local, state, national, or international law, rule, or regulation or use the Site and/or the Services for any purpose that is prohibited by these TOU; (vi) manipulate or otherwise display the Site and/or the Services by using framing or similar navigational technology; (vii) register, subscribe, or unsubscribe any party for any Company product or service if you are not expressly authorized by such party to do so; (viii) use the Site or the Services in any manner that could damage, disable, overburden or impair Company's servers or networks, or interfere with any other user's use and enjoyment of the Site and/or the Services; (ix) gain or attempt to gain unauthorized access to any of the Site, Services, accounts, computer systems, or networks connected to Company through hacking, password mining, or any other means; (x) obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site or the Services or harvest or otherwise collect information about other users without their consent; or (xi) use the Site in any manner that could damage, disparage, or otherwise negatively impact Company or its parent companies, affiliates, and/or subsidiaries. In addition, you agree to comply with Company's Posting Guidelines below. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COPYING OR REPRODUCING ANY SERVICES, PROGRAMS, PRODUCTS, INFORMATION OR MATERIALS PROVIDED BY COMPANY TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED.

5. Message Boards, Product Reviews, Chat Rooms, Submissions and Posting Guidelines. Company may host message boards, chats, product review mechanisms, and other public forums on its Site and through the Services. Message boards, chats, and other public forums are intended to serve as discussion centers for users and subscribers of the Site. These are public forums, and any information that you post on the Site or through the Services may be seen by anyone on the Internet, so please exercise caution before revealing any information. Any user will have the ability to edit or delete his/her own posts after posting. When posting information on the Site or through the Services, use good taste when discussing sensitive topics. Both users and moderators are required to treat others with respect and honesty. Be fair and informative. Post honest and valuable information and don't post rumors or negative opinions that are not supported by facts.

In addition to the prohibited activities described above, when posting information and media on the Site or through the Services you must not:

- Post anything that interferes with or disrupts the Site or the operation thereof, including files that contain malicious code, viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer, network or the Site;
- Post statements or materials that are libelous or defame, harass, abuse, stalk, threaten, intimidate or in any way infringe on the rights of others;
- Post statements or materials that violate other contractual or fiduciary rights, duties or agreements;
- Post or upload personal information, pictures, videos or any other media of another person without their express permission;

- Delete or revise any material posted by any other person or entity;
- Post statements or materials that are bigoted, hateful, racially offensive, vulgar, obscene, pornographic, profane, or otherwise objectionable, including language or images that typically would not be considered socially or professionally responsible or appropriate in person;
- Post statements or materials that encourage criminal conduct or that would give rise to civil liability or otherwise violate any law or regulation in any jurisdiction;
- Post statements or materials that in any way harm minors;
- Post statements or materials that impersonate any other person or entity, whether actual or fictitious, including, without limitation, employees and representatives of Company;
- Post statements or materials that misrepresent your affiliation with any entity and/or Company;
- Post anything that violates the privacy or publicity rights of any other person, including, without limitation, posting any personal identifying information of another individual, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, credit card numbers or any trade secrets or information for which you have any obligation of confidentiality;
- Post statements or materials that constitute junk mail, spam or unauthorized advertising or promotional materials, including, without limitation, links to commercial products or services or any political campaigning;
- Post material that in the sole judgment of Company is objectionable or restricts or inhibits any person or entity from using or enjoying any interactive features or other portions of the Site, or which may expose Company or its users to harm or liability of any nature; or
- Post material that infringes, or that may infringe, any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party, or that you otherwise do not have the right to make available, without the express permission of the owner of the copyright, trademark or other proprietary right. Company does not have any express burden of responsibility to provide any user with indications, markings or anything else that may aid any user in determining whether the material in question is copyrighted or trademarked. Users shall be solely liable for any damage resulting from infringements of copyrights, trademarks, proprietary rights or any other harm resulting from such submission.

Any user failing to comply with these guidelines may be expelled from and refused continued access to the message boards, chats, product reviews, or other public forums in the future. Company or its designated agents may remove or alter any user-created content at any time for any reason. Materials posted and/or uploaded to the various public forums may be subject to size and usage limitations. You are responsible for adhering to such limitations. Company expressly disclaims all responsibility and endorsement and makes no representation as to the validity of any opinion, advice, information or statement made or displayed in these forums by third parties, nor is Company responsible for any errors or omissions in such postings, or for hyperlinks embedded in any messages. Under no circumstances will Company, or its licensors, affiliates, suppliers or agents be liable for any loss or damage caused by your reliance on information obtained through these forums. The opinions expressed in these forums are solely the opinions of the participants, and do not reflect the opinions of Company, its licensors or any of their subsidiaries or affiliates. Company and its licensors have no obligation whatsoever to monitor any of the content or postings on the message boards, chat rooms, or other public forums. However, you acknowledge and agree that Company reserves the right to monitor the same at its sole discretion. Company reserves the right to alter, edit, refuse to post or remove any postings or content, in whole or in part, for any reason and to disclose such materials and the circumstances surrounding their transmission to any third party in order to satisfy any applicable law, regulation, legal process or governmental request and to protect itself, its clients, sponsors, users and visitors. In addition, Company reserves the right to contact users to inform them of policies, hide users' posts or delete

users' accounts without warning or notice in advance, for any reason, including but not limited to the violation of these terms.

5.1 Solicited Submissions: From time to time, Company may invite you to submit to Company written, audio, and/or video material for inclusion on the Site and/or Services and/or other activities promoted by Company on the Site and/or Services, or enter certain contests Company may sponsor, or submit comments and/or ideas to Company ("**Submissions**"). You may only submit these Submissions to Company when specifically invited to do so by Company. These solicited Submissions may be subject to further terms, conditions, and restrictions. Submissions for the Site and/or Services provided through third party websites are also subject to specific terms, conditions, and restrictions. If Company does request that you send Company Submissions, these Submissions will be deemed User Content (defined below). By submitting any Submission, you agree that your disclosure is gratuitous and without restriction and will not place Company under any fiduciary or other obligation, that Company is free to disclose the Submission on a non-confidential basis to anyone or otherwise use the Submission without any additional compensation to you. You acknowledge that, by acceptance of your Submission, Company does not waive any rights to use similar or related ideas previously known to Company, or developed by its employees, or obtained from sources other than you.

5.2 Unsolicited Submissions: Other than those Company specifically requests, Company does not accept or consider unsolicited creative materials, ideas, or suggestions either via the Site, email, or other means. This is to avoid any misunderstandings if your ideas are similar to those Company has developed or obtained independently.

6. User Content. By sending or transmitting to Company content, images, video, audio files, creative suggestions, ideas, notes, concepts, information, or other materials (collectively, "**User Content**"), or by posting such User Content on the Site, you hereby grant to Company and its designees a worldwide, non-exclusive, sublicenseable, assignable, royalty-free, perpetual, irrevocable right to use, reproduce, distribute, modify, create derivative works of, publicly perform, publicly display, digitally perform, sell, offer for sale and import such User Content in any media now known or hereafter devised, for any purpose whatsoever, commercial or otherwise, without compensation to you. The foregoing license to Company shall be fully paid-up and royalty free. You represent and warrant that any person or entity named or pictured in such User Content has provided any necessary licenses, rights or authorizations to allow Company's use of such User Content in accordance with such license. None of the User Content disclosed or posted via message boards, chats or other public forums shall be subject to any obligation, whether of confidentiality, attribution or otherwise.

If you purchase or subscribe to access a certified financial professional through the Services (a "**CFP**"), you authorize Company to disclose to the CFP responding to your question the User Content you make available to the Site or Services that is reasonably necessary for the CFP to respond, including your onboarding responses, linked-account information, prior questions and responses, and other relevant context. The CFP is an independent third party, not a service provider of Company, and the CFP's handling of your information is governed by the CFP's own terms of use and the CFP's professional and fiduciary obligations. You may withdraw your authorization for future CFP sessions at any time through your account settings or by contacting us using the information below; withdrawal may limit your ability to use the CFP feature.

7. Feedback. You agree that submission of any ideas, suggestions, and/or proposals to the Company regarding the Site and/or Services ("**Feedback**") is at your own risk and that Company has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant us a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicenseable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of Services and/or Company's business.

8. Linked Accounts. The Services may allow you to connect compatible third-party accounts (as determined by the Company in its sole discretion) to your Account (each, a "**Linked Account**") so you can

view and manage aggregated information from those Linked Accounts from your Account. If you link a Linked Account to your Account using Plaid Inc. and its affiliates (“**Plaid**”), Plaid’s End User Privacy Policy (as currently available at <https://plaid.com/legal/#consumers>) will govern such use. By using the Services, you authorize the Company to access, retrieve, and display information from your selected Linked Accounts on your behalf. The Company may also make additional Linked Accounts, integrations, services, or features available from time to time, and your use of all such Services is subject to these TOU and any Supplemental Terms presented when those services are offered.

9. Third-Party Service.

9.1 Third-Party Websites, Applications and Ads. The Services may contain links to third-party websites (“**Third-Party Websites**”), applications (“**Third-Party Applications**”) and advertisements for third parties (“**Third-Party Ads**”) (collectively, the “**Third-Party Services**”). When you click on a link to a Third-Party Service, we will not warn you that you have left the Services and you become subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Services are not under the control of Company. Company is not responsible for any Third-Party Services. Company provides these Third-Party Services only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Services, or any product or service provided in connection therewith. You use all links in Third-Party Services at your own risk. When you leave our Services, this Agreement and our policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Services, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

9.2 Sharing User Content and Information Through Third-Party Services. Company may provide tools through the Services that enable you to export information, including User Content, to Third-Party Services. By using one of these tools, you agree that Company may transfer that information to the applicable Third-Party Service. Company is not responsible for any Third-Party Service’s use of your exported information.

9.3 Third-Party Application Access. With respect to any application accessed through or downloaded from the Apple App Store (an “**App Store Sourced Application**”), you shall only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple’s proprietary operating system) and (ii) as permitted by the “Usage Rules” set forth in the Apple Media Terms of Service, except that such App Store Sourced Application may be accessed, acquired, and used by other accounts associated with the purchaser via Apple’s Family Sharing function, volume purchasing, or Legacy Contacts function. Notwithstanding the first sentence in this section, with respect to any application accessed through or downloaded from the Google Play store (a “**Google Play Sourced Application**”), you may have additional license rights with respect to use of the application on a shared basis within your designated family group.

9.4 Accessing and Downloading the Application from the Apple App Store. The following applies to any App Store Sourced Application accessed through or downloaded from the Apple App Store:

(a) You acknowledge and agree that (i) this Agreement is concluded between you and Company only, and not Apple, and (ii) Company, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.

(b) In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between Company and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Company.

(c) You and Company acknowledge that, as between Company and Apple, Apple is not responsible for addressing any claims you have or of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i)

product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

(d) You and Company acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between Company and Apple, Company, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement.

(e) You and Company acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

(f) Without limiting any other terms of this Agreement, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

10. Fees and Purchase Terms.

10.1 Third-Party Services. Company may use third-party service providers for payment services (e.g., card acceptance, merchant settlement, and related services) (each, a **"Third-Party Service Provider"**), which may be updated from time to time by the Company in its sole discretion. You may be required to provide your payment details and additional information required by a Third-Party Service Provider. You hereby consent to Company sharing any information and payment instructions you provide with one or more Third-Party Service Provider(s) to the minimum extent required to complete your transactions. Your use of payment services is subject to any applicable terms of service, privacy policies, acceptable use policies, and payment network rules of the relevant Third-Party Service Providers, as such terms may be updated from time to time, including Stripe's Privacy Policy (currently accessible at <https://stripe.com/us/privacy>) and Terms of Service (currently accessible at <https://stripe.com/ssa>). You further agree to be bound by such terms. Online payment transactions may be subject to validation checks by Company's Third-Party Service Providers and/or your card issuer, and Company is not responsible if your card issuer declines to authorize payment for any reason.

10.2 Payment. You shall pay all fees or charges (**"Fees"**) to your Account in accordance with the fees, charges and billing terms in effect at the time a Fee is due and payable. You shall be responsible for all Fees incurred through your Account as well as for paying any applicable taxes. By providing Company and/or our Third-Party Service Provider with your payment information, you agree that Company and/or our Third-Party Service Provider is authorized to immediately invoice your Account for all Fees due and payable to Company hereunder and that no additional notice or consent is required. You shall immediately notify Company of any change in your payment information to maintain its completeness and accuracy. Company reserves the right at any time to change its prices and billing methods in its sole discretion. You agree to have sufficient funds or credit available upon placement of any order to ensure that the purchase price is collectible by us. Your failure to provide accurate payment information to Company and/or our Third-Party Service Provider or our inability to collect payment constitutes your material breach of this Agreement. In the event Company is unable to collect the Fees owed by you, Company may take any steps it deems necessary to collect such Fees, and you shall be responsible for all costs and expenses incurred by Company in connection with such collection activity, including collection fees, interest, court costs, and attorneys' fees. Except as set forth in this Agreement, all Fees for the Services are non-refundable.

10.3 Subscriptions. If you purchase access to certain features and functionality of the Services on a time-limited basis (a **"Subscription"**), the Fee for such Subscription (**"Service Subscription Fee"**) will be billed at the start of the Subscription (**"Subscription Service Commencement Date"**) and at regular intervals in accordance with your elections at the time of purchase. Company reserves the right to change the timing of our billing or the Subscription pricing at any time in accordance with Section 2 (Agreement Updates). If changes to the Subscription price occur that impact your Subscription, Company will use commercially

reasonable efforts to notify you, such as by sending an email to the email address associated with your Account. If you do not agree with such changes, you may cancel your Subscription as set forth in Section 9.3(a)(i) (Cancelling Subscriptions Purchased via Company) or 10.3(a)(ii) (Cancelling Subscriptions Purchased via a Third-Party Application Store).

(a) **Automatic Renewal.** If you elect to purchase a Subscription, your Subscription will continue and automatically renew at Company's then-current price for such Subscription until terminated in accordance with this Agreement. The frequency at which your Subscription renews (i.e., weekly, monthly, annually, etc.) will be designated at the time you sign up for the Subscription and may be modified by you via your Account settings. By subscribing, you authorize Company to charge the payment method designated in your Account now, and again at the beginning of any subsequent Subscription period. Upon renewal of your Subscription, if Company does not receive payment, (i) you shall pay all amounts due on your Account upon demand and/or (ii) you agree that Company may either terminate or suspend your Subscription and continue to attempt to charge your designated payment method until payment is received (upon receipt of payment, your Account will be activated and for purposes of automatic renewal, your new Subscription commitment period will begin as of the day payment was received).

(i) **Cancelling Subscriptions Purchased via Company.** If you purchased your Subscription directly from Company, you may cancel your Subscription by logging into and going to the "Change/Cancel Membership" page of your "Account Settings" page. If you do not wish your Account to renew automatically, or if you want to change or terminate your Subscription, you must contact Company at support@askdolly.com, or log in and go to the "Change/Cancel Membership" page on your "Account Settings" page.

(ii) **Cancelling Subscriptions Purchased via a Third-Party Application Store.** If you wish to cancel, change, or terminate a Subscription that you purchased through a Third-Party Application Store, you must do so prior to the next Subscription Service Commencement Date directly through such Third-Party Application Store.

(iii) **Effect of Cancellation.** If you cancel your Subscription, you may use your Subscription until the end of your then-current Subscription term; your Subscription will not be renewed after your then-current term expires. However, you will not be eligible for a prorated refund of any portion of the Service Subscription Fee paid for the then-current Subscription period.

10.4 Free Trials. Notwithstanding Section 10.3 (Subscriptions), any free trial or other promotional access to the Services must be used within the time specified at the time you registered for such free trial or promotion. At the end of the trial or promotional period, your access to the applicable Services, features, or functionality thereof will expire, and any further use of such Services, features, or functionality thereof is prohibited unless you pay the applicable Service Subscription Fee. If you are inadvertently charged for a Subscription and provide us with written notice of the error, Company will have the charges reversed.

11. Errors and Risk of Loss Images available of products may not accurately capture the actual appearance, color, look and feel, specifications, features, or functionality of such products. Nothing on the Services constitutes a binding offer to sell, rent, auction, distribute, or give away any products. We reserve the right at any time after receipt of your order or bid to accept or decline such order or bid, or any portion thereof, or to not ship to particular addresses, even after your receipt of an order or bid confirmation or after you have been charged. Unless otherwise indicated on the Services, all prices on the Services are quoted in U.S. dollars and are intended to be valid and effective only in the United States. In the event products are listed at an incorrect price, we have the right to refuse or cancel orders or bids placed at the incorrect price, regardless of whether the order or bid has been confirmed or you have been charged. If your order or bid is canceled by us after you have been charged, we will issue a credit. We reserve the right at any time to limit the quantities of products which you or any group seek.

If a product is listed incorrectly (e.g., price or description) for any reason, Company reserves the right to refuse or cancel any orders that may have been placed for such a product listed. If your credit card has already been charged for such an erroneous purchase, Company will issue a credit to your card for the full amount.

A third-party carrier will ship any products you purchase from the Site. Title and risk of loss for such merchandise will pass to you upon our delivery to the carrier.

12. Disclaimer and Limitation of Liability.

WE DO NOT WARRANT THAT ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. THE SITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED ON THE SITE.

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR OTHER REPRESENTATIVES BE LIABLE TO YOU, ANY END USER, OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES OF WHATSOEVER KIND ARISING OUT OF ACCESS TO OR USE OF THE SITE, SERVICES, OR ANY INFORMATION, CONTENT, OR MATERIALS INCLUDED ON THE SITE, EVEN IF ASK DOLLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, CONTENT, INFORMATION CONTAINED WITHIN THE SITE, ANY LINKED SITE, OR ANY SERVICES IS TO STOP USING THE SITE AND/OR THOSE SERVICES. TO THE EXTENT ANY ASPECTS OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, OUR MAXIMUM LIABILITY TO YOU WITH RESPECT TO THIS AGREEMENT, YOUR USE OF THIS SITE, AND ANY SERVICES IS ONE HUNDRED DOLLARS (\$100.00). THE FOREGOING LIMITATIONS APPLY EVEN IF THE REMEDIES UNDER THESE YOU FAIL OF THEIR ESSENTIAL PURPOSE. NOTHING HEREIN SHALL BE CONSIDERED TO BE A WAIVER OF ANY RIGHTS OF ACTION GUARANTEED TO AN END USER UNDER ANY PROVISION OF THE FEDERAL SECURITIES LAWS.

Any claims arising in connection with your use of the Site or any Services must be brought within one (1) year of the date of the event giving rise to such action occurred.

NEITHER THE COMPANY NOR THE SERVICES ARE INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. THE COMPANY IS NOT A FINANCIAL PLANNER, BROKER OR TAX ADVISOR. The Services are intended only to assist you in your financial organization and decision-making and are broad in scope. Your personal financial situation is unique, and any information and advice obtained through the Site and Services may not be appropriate for your situation. Accordingly, before making any final decisions or implementing any financial strategy, you should consider obtaining additional information and advice from your accountant or other financial advisers who are fully aware of your individual circumstances.

13. AI Services.

- Our Services utilize certain artificial intelligence and deep learning technology, platforms, tools, algorithms and models (collectively, “AI Technology”) to generate certain responses (“Outputs”) based on the information submitted by you, or in response to queries or other inputs entered by you (“Inputs”). Inputs submitted by you are considered User Content. You acknowledge that the Outputs are based on your Inputs and that the Company has no control over any such Inputs. Accordingly, all Outputs are provided “as is” and with “all faults,” and the Company makes no representations, warranties or covenants of any kind or nature with respect to any Outputs or any AI Technology, including with respect to the accuracy, completeness, truthfulness, timeliness or suitability for Outputs. You are solely responsible for your use of your Outputs created through your use of the Services, and you assume all risks associated with your use of your Outputs.
- The AI Technology may include a chatbot that responds to your Inputs with automated replies and other Outputs, leveraging certain third party services or applications to power the chatbot function. YOU, NOT THE COMPANY, SHALL BE SOLELY RESPONSIBLE FOR YOUR USE OF THESE FUNCTIONS AND THE RESULTS AND OUTPUTS GENERATED BY YOUR USE, INCLUDING WITH RESPECT TO ANY DECISIONS MADE OR ACTIONS TAKEN AS A RESULT OF YOUR USE OF THE CHATBOT FUNCTION OR OTHER AI SERVICES. YOU ACKNOWLEDGE AND AGREE THAT ANY CONDUCT YOU ENGAGE IN AS A

RESULT OF THE INFORMATION PROVIDED BY THE CHATBOT OR ANY OTHER AI SERVICES MADE AVAILABLE THROUGH THE SERVICES, INCLUDING BY THIRD PARTY PROVIDERS, IS AT YOUR OWN RISK. BECAUSE CHATBOTS UTILIZE ARTIFICIAL INTELLIGENCE TO COMMUNICATE WITH YOU, OUR CHATBOT(S) MAY PROVIDE INFORMATION THAT IS AN INACCURATE OR INCOMPLETE RESPONSE TO YOUR REQUESTS. YOU AGREE NOT TO ATTEMPT TO HOLD THE COMPANY LIABLE FOR THE CHATBOT (OR ANY OTHER AI SERVICES MADE AVAILABLE THROUGH THE SERVICES, INCLUDING BY THIRD PARTY PROVIDERS) OR ANY RESULTS OR OUTPUTS GENERATED BY YOUR USE OF THE CHATBOT OR OTHER AI SERVICES.

14. Indemnification. You agree to indemnify, defend, and hold harmless us and our affiliates, and our respective officers, directors, employees, agents, and representatives from and against all losses, expenses, damages, and costs, including reasonable attorney fees, resulting from any violation by you of these TOU or from our termination of your access to or use of the Site or Services. Such termination will not affect either party's rights or obligations, which accrued before the termination.

15. Miscellaneous. You acknowledge and agree that these TOU shall be governed by the laws of the State of Delaware without regard to its choice of law provisions. Section 16 below is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq.

Subject to Section 16 below, if a provision of these TOU is held invalid or unenforceable under any applicable law, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect. Further, all terms and conditions of these TOU shall be deemed enforceable to the fullest extent permissible under applicable law, and when necessary, the court is requested to reform any and all terms or conditions to give them such effect. This provision shall survive the termination of your use of the Site or our termination of these TOU.

You represent and warrant that you shall comply with all laws and regulations that apply to your access and use of the Site and any Services, including, but not limited to, any applicable national laws that prohibit the export or transmission of technical data or software to certain territories or jurisdictions.

We reserve the right to seek all remedies available at law and in equity for violations of this TOU, including the right to remove any contents generated by you on the Site, block your access to the Site, or block IP addresses.

No waiver by us of any term or condition set forth in this TOU shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition. Our failure to insist upon or enforce strict performance of any provision of these TOU shall not be construed as a waiver of any right.

Neither party may assign these TOU to a third party without the prior written consent of the non-assigning party.

16. Arbitration Agreement.

16.1 Applicability of Arbitration Agreement. Subject to the terms of this Arbitration Agreement, you and Company agree that any disagreement, controversy, or claim arising out of or relating in any way to your access to or use of the Services or of the Site, any products sold or distributed through the Site, the Services, or the TOU and prior versions of the TOU (each, a "Dispute") will be resolved by binding arbitration, rather than in court, except that: (1) you and Company may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (2) you or Company may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Arbitration Agreement, "Dispute" will also include disputes that were not noticed at the time you first became subject to these TOU but that arose or involve facts occurring before the existence of this or any prior versions of the TOU as well as disputes that may arise after the termination of these TOU.

16.2 Informal Dispute Resolution. There might be instances when a Dispute arises between you and Company. If that occurs, Company is committed to working with you to reach a prompt, low-cost and mutually beneficial resolution. You and Company agree to participate in good faith informal efforts to resolve

Disputes before starting an arbitration or initiating an action in small claims court (“Informal Dispute Resolution”). You and Company agree that as part of these efforts, either party has the option to ask the other to meet and confer telephonically (“Informal Dispute Resolution Conference”). If you are represented by counsel, your counsel may participate in the conference, but you must also personally participate. To initiate Informal Dispute Resolution, a party must give notice in writing to the other party (“Notice”). Such Notice to Company should be sent by email to hello@askdolly.com or regular mail to our offices located at PO Box 8275 E 11th Ave Denver, CO 80220. The Notice must include: (1) your name, telephone number, mailing address, and e-mail address associated with your account (if you have one); (2) the name, telephone number, mailing address and e-mail address of your counsel, if any; and (3) a description of the Dispute, including the specific relief sought. Company will send Notice, including a description of the Dispute, to your email address or regular address on file. It is your responsibility to ensure your email and regular address are correct and remain up to date. The Notice must be signed by the party initiating the Dispute (i.e., either you personally or a Company representative). The Informal Dispute Resolution process lasts 45 days and is a mandatory precondition to commencing arbitration. The Informal Dispute Resolution Conference, if requested by either party, shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms or organizations represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. The statute of limitations and any filing deadlines shall be tolled while the parties engage in Informal Dispute Resolution.

16.3 Waiver of Jury Trial. YOU AND COMPANY HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Company are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in the subsection entitled “Applicability of Arbitration Agreement” above. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

16.4 Waiver of Class and Other Non-Individualized Relief. EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, OR REPRESENTATIVE BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party’s individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under the subsection 16.9 entitled “Batch Arbitration.” Notwithstanding anything to the contrary in this Arbitration Agreement, if a final decision, not subject to any further appeal or recourse, determines that the limitations of this subsection, “Waiver of Class and Other Non-Individualized Relief,” are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Company agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in New Castle County, Delaware. The parties agree that any claims or requests for relief that are severed from an arbitration may not proceed in litigation and shall be stayed until all Disputes between the parties that remain in arbitration are finally resolved. All other Disputes shall be arbitrated or litigated in small claims court. This subsection does not prevent you or Company from participating in a class-wide or mass settlement of claims.

16.5 Rules and Forum. The TOU evidence a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., will govern the interpretation and enforcement of this Arbitration Agreement, including the procedures governing Batch Arbitration, and any arbitration. If Informal Dispute Resolution does not resolve satisfactorily within forty-five (45) days after receipt of a Notice, or after completion of the Informal Dispute Resolution Conference, if requested, you and Company agree that either party shall have the right to finally resolve the Dispute through binding arbitration.

The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the AAA Consumer Arbitration Rules in effect at the time of arbitration, except as supplemented, where applicable, by the AAA Mass Arbitration Supplementary Rules (together, the “AAA Rules”), and as modified by this Arbitration Agreement. The AAA Rules are currently available at <https://www.adr.org/rules-forms-and-fees/>.

A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the “Demand”). The Demand must include: (1) the name, telephone number, mailing address, e-mail address of the party seeking arbitration, and the account username (if applicable), as well as the email address associated with any applicable account; (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States Dollars; (4) a statement certifying completion of the Informal Dispute Resolution process as described above; and (5) a statement certifying that the requesting party will pay any necessary filing fees in connection with such arbitration. Any Demand you send to Company should be sent by email to hello@askdolly.com or regular mail to our offices located at PO Box 8275 E 11th Ave Denver, CO 80220. Company will provide the Demand to your email address on file. It is your responsibility to keep your contact information up to date.

If the party requesting arbitration is represented by counsel, the Demand shall also include counsel’s name, telephone number, mailing address, and email address. Such counsel must also sign the Demand. By signing the Demand, counsel certifies to the best of counsel’s knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that, consistent with the standards set forth in Federal Rule of Civil Procedure 11(b): (1) the Demand is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery (“Counsel’s Certification”). Unless you and Company otherwise agree, or the Batch Arbitration process discussed in subsection 16.9 is triggered, the arbitration, including any in-person arbitration hearing, will be conducted in the county where you reside. Subject to the AAA Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of arbitration. If AAA is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any AAA fees and costs will be solely as set forth in the applicable AAA fee schedules (the “Fee Schedules”). You and Company agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties’ attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential. You and Company agree that at least 14 days before the date set for an arbitration hearing, any party may serve an offer in writing upon the other party to allow judgment on specified terms. If the offer made by one party is not accepted by the other party, and the other party fails to obtain a more favorable award, the other party shall not recover any post-offer costs to which they otherwise would be entitled and shall pay the offering party’s costs from the time of the offer.

16.6 Arbitrator. The arbitrator will be either a retired judge or an attorney licensed to practice law in the State of Delaware and will be selected by the parties from AAA’s roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) days of delivery of the Demand, then AAA will appoint the arbitrator in accordance with AAA Rules, provided that if the Batch Arbitration process under subsection 16.9 is triggered, AAA, without soliciting input or feedback from any party, will appoint the arbitrator for each batch, subject to your right to object to that appointment.

16.7 Authority of Arbitrator. The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes regarding the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except that all Disputes regarding the subsection entitled “Waiver of Class and Other Non-Individualized Relief,” including any claim that all or part of the subsection entitled

“Waiver of Class and Other Non-Individualized Relief” is unenforceable, illegal, void or voidable, or that such subsection entitled “Waiver of Class and Other Non-Individualized Relief” has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator. The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

16.8 Attorneys’ Fees and Costs. Unless fee shifting is specifically authorized by law or by the AAA Rules, the parties shall bear their own attorneys’ fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Demand was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). To the extent, following a presentation on the merits, on its own motion or a party’s, and after affording a reasonable opportunity to respond, an arbitrator determines that a party who commenced arbitration did not bring its claim(s) consistent with Counsel’s Certification and the standards set forth in Federal Rule of Civil Procedure 11(b), the parties agree that the arbitrator shall, as part of its award, impose sanctions by ordering that the initiating party reimburse the responding party for all arbitration filing and administrative fees and arbitrator costs the responding party incurred under the Fee Schedules.

16.9 Batch Arbitration. To increase the efficiency of administration and resolution of arbitrations, you and Company agree that in the event that there are twenty-five (25) or more individual Demands of a substantially similar nature filed against Company by or with the assistance of the same law firm, group of law firms, or organizations, within a reasonably proximate period of time, for example, a ninety (90) day period, AAA shall (1) administer the arbitration demands in batches of 100 Demands per batch (or, if between twenty-five (25) and ninety-nine (99) individual Demands are filed, a single batch of all those Demands, and, to the extent there are fewer than 100 Demands remaining after the batching described above, a final batch consisting of the remaining Demands); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch on a consolidated basis with one set of filing and administrative fees due per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award, which will provide for any and all relief to which the arbitrator determines each individual party is entitled (“Batch Arbitration”). AAA shall administer all batches concurrently, to the extent possible. All parties agree that Demands are of a “substantially similar nature” if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issue(s) and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise AAA, and AAA shall appoint a sole standing Procedural Arbitrator or, should the circumstances so require, an Emergency Arbitrator, according to the AAA Rules, to determine the applicability of the Batch Arbitration process (the Procedural Arbitrator or Emergency Arbitrator, the “Administrative Arbitrator”). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator’s fees shall be paid by Company. You and Company agree to cooperate in good faith with AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Demands, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings. This Batch Arbitration provision shall in no way be interpreted as authorizing or creating a class, collective, and/or representative arbitration or action of any kind, except as expressly set forth in this provision, and nothing about the Batch Arbitration process will preclude any party from participating in any arbitration administered according to that process.

16.10 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: PO Box 8275 E 11th Ave Denver, CO 80220, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, the email address you used to set up your Company account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. Any opt-out

notice will be effective only if you send it yourself, on an individual basis, and opt out notices from any third-party purporting to act on your behalf will have no effect on your or Company's rights. If you opt out of this Arbitration Agreement, all other parts of these TOU will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any arbitration agreements that you may currently have with us, including any previous versions of this Arbitration Agreement to which you agreed and did not timely opt out, which will remain in effect, and has no effect on any arbitration agreements with us you may enter in the future.

16.11 Invalidity, Expiration. Except as provided in the subsection entitled "Waiver of Class or Other Non-Individualized Relief," if any part or parts of this Arbitration Agreement (other than Section 16.9) are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed, and the remainder of the Arbitration Agreement shall continue in full force and effect. However, if Section 16.9 of this Arbitration Agreement is found under the law to be invalid or unenforceable then, in that case, the entire Arbitration Agreement shall be void, and the parties agree that all Disputes will be heard in the state or federal courts located in New Castle County, Delaware. You further agree that any Dispute that you have with Company as detailed in this Arbitration Agreement must be initiated within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

16.12 Modification. You and we agree that Company retains the right to modify this Arbitration Agreement in the future. Any such changes will be posted at www.askdolly.com and you should check for updates regularly. Notwithstanding any provision in these TOU to the contrary, we agree that if Company makes any future material change to this Arbitration Agreement, it will notify you. Your continued use of the Site and/or Services, including the acceptance of products and Services offered on the Site following the posting of changes to this Arbitration Agreement, constitutes your acceptance of any such changes. If you have previously agreed to a version of these TOU with an arbitration agreement and you did not validly opt out of arbitration then, changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of your previous agreement to arbitrate. Company will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of these TOU.