

TERMS OF USE

Welcome to the Internet website (the "Site") of CLASH USA,, LLC ("CLASH", "we", "us", or "our"). PLEASE REVIEW THE FOLLOWING TERMS THAT GOVERN YOUR USE OF THIS SITE.

ACCEPTANCE OF TERMS THROUGH USE

The Site is provided as a service to our customers and may be used for informational purposes only. We make no representations about the suitability of the Site for any other purpose.

By using or visiting the Site, you expressly agree to be bound by all terms and conditions set forth herein (the "Terms of Use"), as well as our privacy policy ("Privacy Policy") which is incorporated into these Terms of Use. If you do not agree to the Terms of Use and Privacy Policy, please do not use or visit the Site. CLASH reserves the right to change these Terms of Use at any time, effective upon posting on the Site. Please check the Terms of Use and Privacy Policy periodically for changes. If you violate these Terms of Use, we may terminate your use of the Site, bar you from future use of the Site, cancel your ticket order, and/or take appropriate legal action against you. Purchases made through the Site are subject to the Site's, or the applicable site's purchase policy ("Purchase Policy").

Any new features or functionality that augment or enhance the Site in the future shall be considered part of the Site and subject to these Terms of Use. If you register for or use additional features available as a part of the Site, additional terms and conditions, rules, policies and disclaimers may apply.

CLASS ACTION WAIVER

Each party agrees that an arbitrator, judge, magistrate or other similar authority may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. You agree to waive any right to a jury trial or to participate in a class action.

SITE CONTENT

All materials contained in the Site, including without limitation all images, text, software, illustrations, designs, logos, icons, video and audio content, products and services available on or through the Site, and other materials and items, as well as the Site as a whole (collectively the "Contents"), are owned, controlled and/or licensed by CLASH. The Contents are protected by trademark, trade dress, copyright, and/or other intellectual property rights of CLASH or third-party licensors against any unauthorized uses not expressly permitted by these Terms of Use. All worldwide rights, titles and interests in and to the Contents are owned by CLASH or third party licensors.

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Except as noted above, you may not copy, download, reproduce, modify, publish, distribute, transmit, transfer or create derivative works from the Content without first obtaining written permission from CLASH.

LAWFUL USE

You agree to use the Site and the Contents for lawful purposes only. For example, you agree not to post on or transmit through the Site any material which: violates or infringes in any way upon the rights of others; is threatening, abusive or harassing; is defamatory; is invasive of privacy or publicity rights; is obscene or otherwise objectionable; or encourages conduct that would violate any law or give rise to civil or criminal liability. You agree to abide by the Terms of Use and any additional terms or conditions imposed by CLASH or any third-party content providers in connection with the Contents or any other third-party content, software or services available on or through the Site. You agree not to use the Site so as to damage, disable, overburden or impair the Site or interfere with any other party's use and enjoyment of the Site. You also agree not to obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

DISCLAIMER

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR ANY USE OF THE SITE AND THE CONTENTS, WHICH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR PERSONAL, NON-COMMERCIAL USE. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, CLASH DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND SECURITY OR CONFIDENTIALITY OF USE OR INFORMATION. CLASH MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE SITE OR THE CONTENTS, INCLUDING WITHOUT LIMITATION THE AVAILABILITY OF THE SITE, ANY CORRECTIVE EFFORTS FOR ANY DEFECTS OR ERRORS ON OR IN THE SITE, THE ABSENCE OF ANY VIRUSES, BUGS OR OTHER HARMFUL COMPONENTS, OR THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENTS. COSTS ASSOCIATED WITH ANY SERVICING, REPAIR, OR CORRECTION ASSOCIATED IN ANY WAY WITH ANY USE OF THE SITE OR THE CONTENTS ARE YOUR SOLE RESPONSIBILITY.

Goods or services neither manufactured nor rendered by CLASH are the sole responsibility of the manufacturer or provider of those goods or services. CLASH disclaims all warranties and responsibility for those goods and services. The Site may contain links to websites controlled by parties other than CLASH. Those links are provided for your convenience only; we disclaim all warranties and responsibility for those websites, and for the accuracy, availability, or completeness of any content found on those websites. The Site does not endorse the content of any third party site, nor do we warrant that they will not contain viruses or otherwise impact your computer. We make no representations or warranties as to the security of any information (including without limitation credit card and other personal information) you might be requested to give any third party, and you hereby irrevocably waive any claim against CLASH or any CLASH parent, subsidiaries, limited liability or affiliate companies with respect to such sites and third-party content.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL CLASH OR ITS PARENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, SPONSORS, OR PROMOTIONAL PARTNERS OR THEIR OFFICERS, DIRECTORS, MEMBERS OR MANAGERS BE LIABLE FOR ANY DIRECT OR INDIRECT LOSS, DAMAGE (WHETHER PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND RESULTING FROM OR IN ANY WAY ASSOCIATED WITH THE SITE, THE CONTENTS, ANY LINKED SITES, OR ANY USE THEREOF. THIS LIMITATION APPLIES TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW AND WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF CLASH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

REGISTRATION AND ACCOUNT SECURITY

To the extent applicable at the CLASH Site, in order to become a member at the Site, you may be required to register for a Site account ("Account"). If you choose to register for an Account, you agree to: (a) provide true, accurate and complete information about yourself as prompted by the registration form; and (b) maintain and promptly update such information to keep it true, accurate, current and complete as permitted through the functionality of the Site. You acknowledge and agree that CLASH will have no liability associated with or arising from your failure to maintain accurate registration information, including, without limitation, your failure to receive important information and updates about the Site. If CLASH has reasonable grounds to suspect that the information you provided on the registration form or otherwise is untrue, inaccurate or incomplete, CLASH may suspend or terminate your Account and refuse any and all current or future use of the Site (or any portion thereof) by you.

As a part of your Account registration, you will establish a username and password. Your password is used to authenticate you when you use the Site. You agree not to give your username or password to anyone you do not authorize to use your Account. You are responsible for all use of your Account and for ensuring that use of or access to your Account complies fully with these Terms of Use. You acknowledge and agree that any use of the Site occurring through your username and current password shall be deemed to be your actions and that CLASH may rely upon such actions. You are solely responsible for protecting the confidentiality of your password.

CREDIT CARDS

CLASH takes the issue of your privacy seriously. CLASH reveals only the last four digits of your credit card numbers when confirming an order. Further, we require CVV2 (CVV2 is the unique 3 or 4 digit security code on the back of your credit card) confirmation for all initial purchases on the Site. Of course, we transmit the entire credit card number to the appropriate credit card company during order processing. Otherwise, we do not share your credit card information with anyone else. To protect the security of your credit card information, we employ the industry-standard Secure Sockets Layer ("SSL") technology. For more information, please read our Privacy Policy.

INTERNATIONAL USE

CLASH makes no representation that the Site or the Contents are appropriate or available for use in locations outside the United States. If you use the Site or Contents from a location other than the United States, you are solely responsible for compliance with all applicable local laws, including without limitation any import and export regulations.

CHOICE OF LAW AND FORUM

These Terms of Use and the Privacy Policy shall be governed by and construed in accordance with the laws of the State of Florida, USA, without giving effect to its comity or conflicts of law rules. You expressly agree that the exclusive jurisdiction for any claim or action arising from or relating in any way to these Terms of Use, the CLASH Site and Contents, or your use thereof shall be filed only in the state or federal courts located in

and for Volusia County in the State of Florida. You also agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action, and consent to extra-territorial service of process. These Terms of Use shall be interpreted according to its express terms, with no presumptions against the drafting party.

SUBMISSIONS

We are pleased to hear from our visitors and welcome your comments regarding our products and services. Unfortunately, however, our company policy does not allow us to accept or consider creative or original ideas, suggestions, or materials other than those that we have specifically requested. We hope you will understand that the intent of this policy is to avoid the possibility of misunderstandings when projects developed by our professional staff might seem to others to be similar to their own creative work. Please do not send us any unsolicited materials such as ideas, artwork or photos. While we do value your feedback on our services and products, we request that you be specific in your comments on those services and products, and not submit any creative ideas, suggestions, or materials (unless specifically requested by us).

If, at our request, you send certain submissions (such as postings to chat boards, or contest entries) or, despite our request, you send us creative suggestions, ideas, notes, drawings, concepts, or other information (collectively, the "Submissions"), the Submissions shall be deemed, and shall remain, CLASH property. No Submission shall be subject to any obligation of confidence on CLASH's part and CLASH shall not be liable for any use or disclosure of any Submissions. Without limitation of the foregoing, CLASH shall exclusively own all now-known or hereafter existing rights to the Submissions of every kind and nature throughout the universe and shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submissions.

By posting or submitting content to this site, you (1) grant CLASH and its parent, subsidiaries, and affiliates and their licensees the right to use, reproduce, display, perform, adapt, modify, distribute, have distributed, and promote the content in any form, anywhere and for any purpose; and (2) warrant and represent that public posting and use of that content by CLASH will not infringe or violate the rights of any third party.

The Site may offer opportunities for users to submit and post their own user content (collectively, "User Materials") in connection with various Site features, including posting to blogs, communicating with other Site users and posting comments to discussion forums (each, a "Community Feature"). The selection of available Community Features may change from time to time in the sole discretion of CLASH.

By submitting, transmitting, posting, uploading, modifying or otherwise providing any User Material in connection with The Site, whether solicited or unsolicited, you are granting CLASH a royalty-free, fully paid, non-exclusive, irrevocable, perpetual, unrestricted, worldwide license to publish, transmit, perform, display, create derivative works from and otherwise use such User Material for any purpose, including, without

limitation, advertising and promotional purposes, in any media, now or hereafter known. No credit, approval or compensation is due to you for any such use of User Materials you may submit. CLASH also has the right, but not the obligation, to use your username (and real name, image, likeness or other identifying information, if provided in connection with User Materials), city and state in connection with broadcast, print, online or other use or publication of your User Materials. All User Materials become the unrestricted licensed property of CLASH.

You represent and warrant that you own or otherwise control any and all rights in and to the User Materials and that public posting and use of the User Materials by CLASH will not infringe or violate the rights of any third party in any manner.

CLASH may at its own discretion monitor and prescreen User Materials, and while CLASH and its designees reserve the right, but not the obligation, in their sole discretion to refuse, move, edit or delete any User Materials without prior notice, in whole or in part, that is deemed to violate these Terms or is otherwise objectionable, you agree to be responsible for, and bear all risks associated with, the use of any User Materials, including any reliance on the accuracy, completeness or usefulness of such User Materials.

In your use of any Community Feature, you agree, without limitation, not to upload, transmit, distribute or otherwise publish in any form any User Material that is:

- libelous, defamatory, obscene, abusive, pornographic, threatening or an invasion of privacy; an infringement of the intellectual property rights, including, but not limited to, copyrights and trademarks, of any person or entity;
- illegal in any way or advocates illegal activity;
- an advertisement or solicitation of funds, goods or services;
- a message posted by a user impersonating another;
- personal information, such as messages which identify telephone numbers, social security numbers, account numbers or addresses; or
- could be considered bulk unsolicited communications.

You acknowledge that CLASH is not responsible for any User Material posted in any Community Feature or otherwise available at or through The Site, including, without limitation, comments made by a Friend about prospective purchases. CLASH is merely providing access to such Community Features and User Materials as a service to you to be used in accordance with these Terms. You may only use the Community Features in a personal, noncommercial manner. With respect to any User Materials posted by other users, you acknowledge and agree that such users are solely responsible for the User Materials they post, including, without limitation, the reliability, accuracy and truthfulness of any such User Materials. CLASH has no control over whether such User Materials are of a nature that you might find offensive, distasteful or otherwise unacceptable and, accordingly, CLASH expressly disclaims any responsibility for User Materials. Just as when you view content in any other setting, you should exercise appropriate discretion, good judgment and caution in using User Materials in any

Community Feature and in taking any actions based upon such User Materials. Accordingly, you will bear all risks associated with any User Materials that you access or use.

CLASH reserves the right, but not the obligation, to monitor, edit and/or remove any User Materials deemed inconsistent with these Terms or our policies. CLASH also reserves the right to terminate your Account if you violate any of these Terms or our policies, as determined in our sole discretion.

If you are aware of any User Material on The Site which violates these Terms, please contact us by using the email support function at the Website. Please provide as much detail as possible, including a copy of the underlying material, the location where CLASH may find it, and the reason such User Material should be removed. Please note that filing a complaint will not guarantee its removal, CLASH will only remove User Materials if CLASH believes the measure is necessary, in our sole discretion. To the extent any notice is based on an alleged copyright violation, please follow the instructions set forth in the section below entitled "Copyright Infringement Claims." Although CLASH may attempt to monitor User Materials, in no event does CLASH assume any particular obligation to do so or any liability for failing to either monitor any Community Feature or remove specific User Materials.

CLASH respects the rights of all copyright holders and in this regard CLASH has adopted and implemented a policy that provides for notification and removal of content that allegedly infringes the rights of copyright holders. If you believe that your work has been copied at the Site in a way that constitutes copyright infringement, please provide CLASH' Copyright Agent the following information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. §512:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyright work claimed to have been infringed or, if multiple copyrighted works at a single online website are covered by a single notification, a representative list of such works at that Site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact the complaining party;
- A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

CLASH' Copyright Agent for notice of claims of copyright infringement on or regarding the Site can be reached by email to: hmstix@homesteadmiamispeedway.com or in writing to Agent for Copyright Claims, One Daytona Boulevard, Daytona Beach, FL 32114.

Please note that under the same law any person who knowingly materially misrepresents that material or activity is infringing may be liable for damages, including costs and attorneys' fees.

RISK OF LOSS

All items purchased from the Site are made pursuant to a shipment contract. This means that the risk of loss and title for such items passes to you upon our delivery of the product to the carrier.

INDEMNIFICATION

Upon request by CLASH, you agree to defend, indemnify, and hold harmless CLASH, its parent, subsidiaries, limited liability and other affiliated companies, and their respective shareholders, members, managers, employees, contractors, officers, and directors (the "Indemnified Parties") from all liabilities, claims, and expenses, including attorney's fees, that arise from your violation of these Terms of Use or your use of the Site other than as permitted herein. CLASH reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with CLASH in asserting any available defenses. Your obligations hereunder shall extend to claims alleging an Indemnified Party's negligence, willful misconduct or violation of law unless adjudicated as such by a court of common law.

SEVERABILITY AND INTEGRATION

Unless otherwise specified herein, this agreement constitutes the entire agreement between you and CLASH with respect to the Site and supersedes all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and CLASH with respect to the Site. If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

TERMINATION

CLASH may, in its sole discretion, terminate, change, modify, suspend, make improvements to or discontinue any or all aspects of the Site, temporarily or permanently, including the availability of any features of the Site or access to any parts of the Site, at any time with or without notice to you. You agree that CLASH shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site.

You may terminate your use of the Site at any time. CLASH reserves the right, in its sole discretion, to terminate your access and license to all or part of the Site at any time with or without notice.

RSS FEEDS TERMS OF USE

USE OF RSS FEEDS

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LINK TO CONTENT PAGES

The RSS Service may be used only with those platforms from which a functional link is made available that, when accessed, takes it directly to the display of the full article on the clash-usa.com site. You may not display the RSS Content in a manner that does not permit successful linking to, redirection to or delivery of the applicable clash-usa.com site web page. You may not insert any intermediate page, splash page or other content between the RSS link and the applicable clash-usa.com site web page.

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RIGHT TO DISCONTINUE FEEDS

CLASH reserves the right to discontinue using any or all of the RSS feeds at any time and to require you to cease displaying, distributing or otherwise using any or all of the RSS feeds or any reason including, without limitation, your violation of any provision of these Terms of Use. CLASH no liability for any of your activities in connection with the RSS feeds or for your use of the RSS Service in connection with your website.

BASIC TERMS

You are responsible for your use of the Application and for any consequences thereof.

You may use the Application only if you can form a binding contract with CLASH and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You may use the Application only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

The Application that CLASH provides is always evolving and the form and nature of the Application that CLASH provides may change from time to time without prior notice to you. In addition, CLASH may stop (permanently or temporarily) providing the Application (or any features within the Application) to you or to users generally and may not be able to provide you with prior notice. We also retain the right to create limits on use at our sole discretion at any time without prior notice to you.

The Application may include advertisements, which may be targeted to the Content or information on the Application, queries made through the Application, or other information. The types and extent of advertising by CLASH on the Application are subject to change. In consideration for Homestead-Miami Speedway granting you access to and use of the Application, you agree that CLASH and its third party providers and partners may place such advertising on the Application or in connection with the display of Content or information from the Application whether submitted by you or others.

The Application includes certain features that require us to track your location through your mobile device while you are using the Application. Your location will not be used by CLASH or shared with any third party, except in the event you elect to register for the "Friend Finder" feature by selecting Friend Finder in the Application, entering your name, and clicking the "Get My PIN" box. You will be given a six-digit pin number ("PIN") which you can then share with friends at your discretion who will then have the ability to follow your location through Friend Finder. Entering your name and requesting a PIN means you grant CLASH the license to allow other users of the Friend Finder to follow your location at the applicable facility through the Application. Such license shall be valid for twenty four (24) hours, after which you will have to request a new PIN to continue to use the Friend Finder feature and to extend the license for another twenty four (24) hour period. You may release your PIN and effectively terminate the associated license immediately at any time by clicking the "Release PIN" button in the Friend Finder.

PRIVACY

Any information that you provide to CLASH is subject to our Privacy Policy, which governs our collection and use of your information. You understand that through your use of the Application you consent to the collection and use (as set forth in the Privacy Policy) of this information.

CONTENT ON THE APPLICATION

You understand that by using the Application, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. Under no circumstances will CLASH be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Application or broadcast elsewhere.

YOUR RIGHTS

CLASH gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software that is provided to you by CLASH as part of the Application. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Application as provided by CLASH USA, LLC , in the manner permitted by these Terms.

CLASH RIGHTS

All right, title, and interest in and to the Application (excluding Content provided by users) are and will remain the exclusive property of CLASH and its licensors. The Application is protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing in the Terms gives you a right to use the CLASH name or any of the CLASH trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding CLASH, or the Application is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

RESTRICTIONS ON CONTENT AND USE OF THE APPLICATION

We reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any Content on the Application and to terminate users. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of CLASH, its users and the public.

THE APPLICATION IS AVAILABLE "AS-IS"

Your access to and use of the Application or any Content is at your own risk. You understand and agree that the Application is provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, CLASH AND ITS PARTNERS DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. We make no warranty and disclaim all responsibility and liability for the completeness, accuracy, availability, timeliness, security or reliability of the Application or any content thereon. CLASH will not be responsible or liable for any harm to your computer system, mobile device, loss of data, or other harm that results from your access to or use of the Application, or any Content. You also agree that CLASH has no responsibility or liability for the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Application. We make no warranty that the Application will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from CLASH or through the Application, will create any warranty not expressly made herein.

LINKS

The Application may contain links to third-party websites or resources, including without limitation various social media websites or resources. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such websites or resources; (ii) the content, products, or services on or available from such websites or resources; or (iii) any content or information you provide or disclose to such websites or resources. Links to such websites or resources do not imply any endorsement by CLASH of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CLASH AND ITS PARENT, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, AND THEIR RESPECTIVE MEMBERS, MANAGERS, OFFICERS, SHAREHOLDERS, PARTNERS AND LICENSORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE APPLICATION; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE APPLICATION, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE APPLICATION; AND (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT CLASH HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

EXCLUSIONS

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

WAIVER AND SEVERABILITY

The failure of CLASH to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect.

Controlling Law and Jurisdiction

These Terms and any action related thereto will be governed by the laws of the State of Florida without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Application will be brought solely in Volusia County, Florida, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient

forum. If you are accepting these Terms on behalf of a United States federal government entity that is legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you but instead these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of Florida (excluding choice of law).

ENTIRE AGREEMENT

These Terms and our Privacy Policy are the entire and exclusive agreement between CLASH USA, LLC and you regarding the Application (excluding any services for which you have a separate agreement with CLASH USA, LLC that is explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between CLASH USA, LLC and you regarding the Application.

We may revise these Terms from time to time, the most current version will always be available to you at clash-usa.com. By continuing to access or use the Application after those revisions become effective, you agree to be bound by the revised Terms.

This Application is operated and provided by CLASH. If you have any questions about these Terms, please contact us at info@clash-usa.com

Effective: January 1, 2022