

## Terms of Use

### **Acceptance**

These Terms of Service constitute a binding contract between you, and Dragonfly Mental Health along with its affiliates (hereinafter “Dragonfly”; “We”; “Us” or derivations thereof), including, without limitation, any Dragonfly website or service and/or using any related services (including applications for mobile devices) offered through Dragonfly-branded websites and/or an approved third-party provider (the “Services”). You acknowledge and agree that you have read, understand and agree to be bound by these terms (collectively, the “Terms of Service”). If you do not agree to the Terms of Service, please do not use the Services.

You affirm that you are either at least eighteen (18) years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of thirteen (13), as the Services are not intended for children under thirteen. If you are under thirteen years of age, please do not use the Services.

### **Updates to Terms of Service**

Dragonfly reserves the right, at its sole discretion, to change, modify, add or remove portions of the Terms of Service at any time by posting the amended Terms of Service on or within the Service and/or website. You will be deemed to have accepted such changes by continuing to use the Services. Except as otherwise stated, all amended terms shall automatically be effective thirty (30) days after they are initially posted. No amendment to the Terms of Service shall apply to any dispute of which Dragonfly had actual notice before the date of the amendment.

These Terms of Service may not otherwise be amended except in a writing signed by you and Dragonfly. For purposes of this provision, “writing” does not include an e-mail message and a signature does not include an electronic signature.

If at any point you do not agree to any portion of the then-current version of the Terms of Service or any other policy, rules or codes of conduct relating to your use of the Services, your limited license to use the Services shall immediately terminate and you must immediately stop using the Services.

To the extent the Terms of Service conflict with any other terms, policy, rules or codes of conduct, the terms contained in these Terms of Service shall govern.

### **Services**

These Terms of Service apply to all users of the Services, including users who are also contributors of Content to the Services. “Content” may include the text, software, scripts, graphics, photos, sounds, voice recordings, music, videos, audiovisual combinations, interactive features and other materials you may view, listen to, access through or contribute to the Services. The Services may

include, but not be limited to, all products, software, data feeds, applications and services provided to you by Dragonfly, offered through a Dragonfly branded website and/or an approved third party provider.

You are solely responsible for any fees, including internet connection or mobile fees, that you incur when accessing the Services. You are solely responsible for any use of your credit card or other payment instrument with respect to the Services, by you and/or any other party (including minors). You warrant that you are not prohibited from receiving products of U.S. origin, including services or software and that you are not located in a country embargoed by the United States, or listed on the U.S. Treasury Department's list of Specially Designated Nationals.

The Services may contain links to third-party websites that are not owned or controlled by Dragonfly. Dragonfly has no control over, and assumes no responsibility for, the content, privacy policies or practices of any third-party websites. In addition, Dragonfly will not and cannot censor or edit the content of any third-party site. By using the Services, you expressly relieve Dragonfly from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the Dragonfly website, and to read the terms and conditions and privacy policy of each other website that you visit.

### **Accounts**

You may be asked to register an account on the Services (each one, an "Account"), have a valid account on a social networking service through which you connect to the Services, if any, or have an account with the applications provider for your mobile device. You shall not have more than one Account at any given time, and shall not create an account using a false identity or information, or on behalf of someone other than yourself. You shall restrict the use of your Account by minors under the age of thirteen. You are solely responsible for the activity that occurs on your Account, and you must keep your Account password secure. You must notify Dragonfly immediately of any breach of security or unauthorized use of your Account. You acknowledge and agree that while Dragonfly shall not be liable for your losses caused by an unauthorized use of your Account, you may be liable for the losses of Dragonfly or others due to such unauthorized use. You shall not sublicense, rent, lease, sell, trade, gift, bequeath or otherwise transfer your Account to anyone without Dragonfly's written permission. You acknowledge and agree that you shall have no ownership or other property interest in an Account, and all rights in and to an Account are owned by and inure to the benefit of Dragonfly.

### **Permissions and Restrictions**

Subject to your agreement and compliance with these Terms of Service and any other relevant Dragonfly policy, Dragonfly hereby grants you a non-exclusive, non-transferable, revocable, limited license to access and use the Services as set forth in these Terms of Service, provided that: (1) you agree not to distribute in any medium any part of the Services or Content without Dragonfly's prior written authorization, unless Dragonfly explicitly and clearly makes available the means for such distribution through functionality offered by the Services; (2) you agree not to alter or modify any part of the Services; and (3) you agree not to access Content through any technology or means other than the Services itself or other explicitly authorized means that

Dragonfly may designate. For the purpose of clarity, you acknowledge and agree that your access to the Services is solely for your own non-commercial purposes, and you shall not use the Services for any other purpose.

Without limiting the foregoing, you agree not to use the Services for any of the following commercial uses absent Dragonfly's prior written approval: (1) the sale, sublicense, rental, lease, trade, gifting, bequeathal or other transfer of access to the Services or Content; (2) the sale of advertising, sponsorships, or promotions placed on or within the Services or Content; or (3) the sale of advertising, sponsorships, or promotions on any page of an ad-enabled blog or website containing Content delivered by the Services, unless other material not obtained from Dragonfly appears on the same page and is of sufficient value to be the basis for such sales.

Prohibited commercial uses do not include: (1) uploading original Content to the Services (so long as such Content does not otherwise violate the Terms of Service, Dragonfly rules or regulations and/or any applicable laws and regulations); (2) consuming Dragonfly Content through the Dragonfly website or an approved third party provider; or (3) any use that Dragonfly expressly authorizes in writing.

You agree not to use or launch any automated system, including without limitation, "robots", "spiders", or "offline readers" that accesses the Services in a manner that sends more request messages to the Dragonfly servers in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser. Notwithstanding the foregoing, Dragonfly grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. Dragonfly reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Services, nor to use the communication systems provided by the Services (e.g., comments, forums, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Services with respect to their Content.

You agree not to circumvent or manipulate the spirit or intent of the Services and/or the Terms of Service (including "hacking", cheating any applicable rules, disrupting or overburdening the Service in any way, or encouraging others to do similarly).

ANY ATTEMPT BY YOU TO DISRUPT OR INTERFERE WITH THE SERVICE (INCLUDING UNDERMINING OR MANIPULATING THE LEGITIMATE OPERATION OF THE SERVICES) IS A VIOLATION OF THE TERMS OF SERVICE AND MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS.

In your use of the Services and/or Account, you will comply with all applicable laws. Dragonfly reserves the right to discontinue any aspect of the Services at any time.

## **Fees**

You acknowledge that Dragonfly reserves the right to charge a fee for access to certain functions on Dragonfly's websites or Services, and may, at its sole discretion, initiate, modify, waive or eliminate such fees without liability to users who have already paid higher fees for the same service(s). All purchases made through or in connection with the Services are subject to Dragonfly's right to refuse or cancel any orders for any reason. YOU ACKNOWLEDGE THAT DRAGONFLY IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

### **Content and Conduct**

As a Dragonfly Account holder, you may be permitted to submit Content to the Services. You understand that Dragonfly does not guarantee any confidentiality with respect to any Content you submit.

You shall be solely responsible for your own Content and the consequences of submitting and publishing your Content on the Services. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents and permissions to publish Content you submit; and you license to Dragonfly all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content, in all media, now known or hereafter devised, in perpetuity, throughout the universe, for publication on the Services or otherwise, pursuant to these Terms of Service.

For clarity, you retain all of your ownership rights in your original Content. However, by submitting Content to Dragonfly, you would hereby grant Dragonfly a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, display and perform the Content in connection with the Services and Dragonfly's (and its successors' and affiliates') business, including, without limitation, for promoting and redistributing part or all of the Services (and derivative works thereof) in any and all media, now known or hereafter devised, in any and all versions and languages, throughout the universe and in perpetuity. You also hereby grant each user of the Services a non-exclusive license to access your Content through the Services, and to use, reproduce, distribute, display and perform such Content as permitted through the functionality of the Services and under these Terms of Service. The above licenses granted by you in and to Content you submit are perpetual and irrevocable regardless of whether you remove or delete the Content.

You further agree that Content you submit to the Services will not contain third party copyrighted material, or material that is subject to other third-party proprietary rights, unless you have permission from the rightful owner of the material, or you are otherwise legally entitled to post the material and to grant Dragonfly all of the license rights granted herein.

You further agree that you will not submit to the Services any Content or other material that is contrary to applicable local, national and international laws and regulations.

Dragonfly does not endorse any Content submitted to the Services by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and Dragonfly expressly disclaims

any and all liability in connection with Content. Nothing contained in these Terms of Service shall be construed as creating any agency, partnership, joint venture, commercial co-venture or other form of joint enterprise between you and Dragonfly.

Dragonfly does not permit copyright infringing activities and infringement of intellectual property rights on the Services. If properly notified of Content that infringes on another's intellectual property rights, Dragonfly will remove any and all such Content. Dragonfly reserves the right to reject, remove or not publish Content without prior notice.

### **Advertising**

You acknowledge and agree that Dragonfly may: (1) serve, embed or post advertising, sponsorships or promotions (e.g., banner advertisements, audio advertisements, video advertisements) in connection with your Content; (2) derive commissions, fees and other forms of revenue based on or in connection with your Content; (3) use any software to track or measure visits and impressions associated with your Content; and (4) include your user name and descriptions of your Content in a directory on the Services and in promotions associated with the service and/or Dragonfly. You agree not to block, delete or otherwise interfere with Dragonfly's ability to display advertising, sponsored or promotional content on, or related to, the Services or your Content. You agree that Dragonfly has the right to place and conduct all advertisements, sponsorships and promotions in connection with your Content, and to collect all forms of commissions, fees and other revenue associated therewith, without compensation to you of any kind. The timing, frequency, placement, and extent of advertising, sponsorships and promotions by Dragonfly in connection with your Content are subject to change and shall be determined by Dragonfly in its sole discretion. You acknowledge and agree that unless Dragonfly agrees otherwise in a prior written agreement, you may not incorporate any advertising, sponsorship or promotional activities of any kind or nature in connection with your Content.

### **Termination Policy**

Any breach of these Terms of Service or any other applicable Dragonfly policy, or any actions or inaction that may interfere with the spirit or intent thereof, shall result in the termination of any license, permission, rights and/or benefits you derive from these Terms of Service.

Dragonfly reserves the right to decide whether Content violates these Terms of Service for reasons other than copyright infringement, including, but not limited to, pornography, obscenity, hate speech (e.g., speech which attacks or demeans a group based on race or ethnic origin, religion, disability, gender, age, veteran status, sexual orientation, gender identity, etc.), predatory behavior (e.g., stalking, threats, harassment, intimidation, invading privacy, revealing other people's personal information, impersonation, etc.), dangerous illegal acts (e.g., inciting others to commit violent or illegal acts, instructional works relating to illegal or dangerous activity, etc.), or "spam". Dragonfly may at any time, without prior notice and in its sole discretion, remove such Content and/or terminate your Account for submitting such Content in violation of these Terms of Service.

### **Digital Millennium Copyright Act**

If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing our Copyright Agent (identified below) with the following information in writing (see 17 U.S.C 512(c)(3) for further detail): (1) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (3) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material; (4) information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail address; (5) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (6) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Dragonfly’s designated Copyright Agent to receive notifications of claimed infringement is Webmaster, 1585 62nd St #99676, Emeryville, CA 94608-2039. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to Dragonfly customer service at 1585 62nd St #99676, Emeryville, CA 94608-2039. You acknowledge that if you fail to comply with all of the requirements of this section, your DMCA notice may not be valid.

If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner’s agent, or pursuant to the law, to post and use the material in your Content, you may send a counter-notice containing the following information to the Copyright Agent: (1) your physical or electronic signature; (2) identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled; (3) a statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and (4) your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court in Alameda County, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement. If a counter-notice is received by the Copyright Agent, Dragonfly may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in ten business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in ten to fourteen (14) business days or more after receipt of the counter-notice, at Dragonfly’s sole discretion.

### **Warranty Disclaimer**

YOU AGREE THAT YOUR USE OF THE SERVICE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, DRAGONFLY, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF.



DRAGONFLY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT, OR THE CONTENT OF ANY SITES LINKED TO THE SERVICE, AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES OR INACCURACIES OF CONTENT; (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICE; (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES; (5) ANY BUGS, VIRUSES, TROJAN HORSES OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR 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 SERVICE. DRAGONFLY DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE, OR ANY HYPERLINKED SERVICE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND DRAGONFLY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

### **Release**

If you have a dispute with one or more users, you release Dragonfly (and our officers, directors, agents, subsidiaries, joint ventures and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes, including damages for loss of profits, goodwill, use, or data. **If you are a California resident, you expressly waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."**

### **Limitation of Liability**

IN NO EVENT SHALL DRAGONFLY, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICE; (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICE; (5) ANY BUGS,

VIRUSES, TROJAN HORSES OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY; AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT DRAGONFLY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT DRAGONFLY SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Services are controlled and offered by Dragonfly from its facilities in the United States of America. Dragonfly makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other jurisdictions do so at their own volition and are responsible for compliance with local law.

### **Indemnity**

To the extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Dragonfly, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from: (1) your use of and access to the Service; (2) your violation of any term of these Terms of Service or other applicable policies; (3) your violation of any third party right, including without limitation, any copyright, property right, intellectual property right and/or privacy right; or (4) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive any expiration and/or termination of these Terms of Service and your use of the Services.

### **Assignment**

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Dragonfly without restriction.

### **Claims**

You agree that: (1) the Services shall be deemed solely based in California; and (2) the Services shall be deemed a passive website that does not give rise to personal jurisdiction over Dragonfly, either specific or general, in jurisdictions other than California. These Terms of Service shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. Any claim or dispute between you and Dragonfly that arises in whole or in part from the Services shall be decided exclusively by a court of competent jurisdiction located in Alameda County, California. YOU AND DRAGONFLY AGREE THAT ANY CAUSE OF



ACTION ARISING OUT OF OR RELATED TO THE SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST DRAGONFLY ONLY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

### **Arbitration**

For any claim where the total amount of the award sought is less than Ten Thousand Dollars (\$10,000.00) (excluding claims for injunctive or other equitable relief), the party requesting relief may elect to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. In the event a party elects arbitration, they shall initiate such arbitration through an established alternative dispute resolution (“ADR”) provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, and the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator shall be final and may be entered in any court of competent jurisdiction.

### **Severability**

You and Dragonfly agree that if any portion of these Terms of Service is found invalid, illegal or unenforceable, in whole or in part, by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms of Service, which shall continue to be in full force and effect. No waiver of any term of these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and Dragonfly’s failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

### **Entire Agreement**

These Terms of Service, any supplemental policies, any other legal notices published by Dragonfly on the Service or Dragonfly branded websites, and any documents expressly incorporated by reference herein, contain the entire understanding of you and Dragonfly, and supersede all prior understandings of the parties hereto relating to the subject matter hereof, whether electronic, verbal or written, or whether established by custom, practice, policy or precedent, between you and Dragonfly with respect to the Services.

### **New Jersey Residents**

If, and to the extent that New Jersey law applies, with respect to residents of New Jersey, the terms in these Terms of Service (insofar as any claims may arise from, or relate to, consumer protection or fraud and/or misrepresentation, or result in attorneys' fees), do not limit any rights you may have as a consumer under New Jersey law, and are intended to be only as broad and inclusive as permitted by the laws of the state of your residence. Subject to the foregoing, Dragonfly, third-party content providers and their respective agents reserve all rights, defenses and permissible limitations under New Jersey law. Nothing in this Section shall modify the binding arbitration clause and waiver for class action and jury trial above.

### **Australia Residents**

Nothing in these Terms of Service limits, excludes or modifies any rights you may have under any law, including under the Australian Consumer Law and consumer guarantees under the Australian Consumer Law, which may not be limited, excluded or modified by agreement (including where such exclusion, restriction, or modification would be illegal or void under such law).