

## **Genuine Cable Group, LLC**

### **Website Terms of Use**

#### **Introduction**

Thank you for visiting our Site. These Terms of Use form a binding legal agreement governing your use of the Genuine Cable Group, LLC, online platform and any services provided through the platform (collectively the “**Site**”). This Site is owned and operated by Genuine Cable Group, LLC (“**GGC**,” “**we**,” “**our**,” “**us**”). Your access to and use of this Site is subject to the following terms of use (“**Terms of Use**”) and all applicable laws.

Please read these Terms of Use carefully. BY ACCESSING AND USING THIS SITE YOU AGREE TO COMPLY WITH AND BE BOUND BY THESE TERMS OF USE. If you do not agree to these Terms of Use, or do not meet the qualifications included in these Terms of Use, do not access or use this Site.

You may access specific sections of these Terms of Use by using the following links:

[Privacy Policies and Other Terms](#)

[Your Obligation to Provide Truthful Information](#)

[Portal / Account](#)

[Ownership of This Site and Its Contents](#)

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## **PRIVACY POLICY AND OTHER TERMS**

Our [Privacy Policy](#) describes the personal information we collect when you and others use this Site, how we use that personal information, and some of the steps we take to protect your privacy. The Privacy Policy is incorporated into these Terms of Use. Please review the Privacy Policy before using this Site.

Similarly, certain special features of this Site may require you to establish an account and agree to special terms governing your use of the special feature, such as portals available through our Site (as described in the “Portal/ Account” section of these Terms of Use). In such cases, you may be asked to expressly consent to the special terms, for example, by checking a box or clicking on a button marked “I agree.” This type of agreement is known as a “click-through” agreement. If any term of the click-through agreement conflicts with a term in these Terms of Use, the terms of the click-through agreement will override the conflicting term in these Terms of Use.

## **YOUR OBLIGATION TO PROVIDE TRUTHFUL INFORMATION**

You may be asked to submit personal information to this Site. For example, if you use this Site to request information about our company, you will be asked to provide your name and mailing address. If you submit personal information to GCG through this Site, the information you submit must be true, accurate, current and complete.

## **PORTAL / ACCOUNT**

Before using special features of our Site, such as the portals available through the Site, you may be required to establish an account (an “**Account**”). Approval of your request to establish an Account will be at our sole discretion. Each Account and the user identification and password for each Account (the “**Account ID**”) is personal in nature. You will not distribute or transfer your Account or Account ID or provide a third party with the right to access your Account or Account ID. You are solely responsible for all use of the Site through your Account. You will ensure the security and confidentiality of your Account ID and will notify us immediately if any Account ID is lost, stolen or otherwise compromised. Any activities completed through your Account or under your Account ID will be deemed to have been done by you. You may not: (1) select or use an Account ID of another user with the intent to impersonate that user; or (2) use an Account ID that we, in our sole discretion, deem offensive.

## **OWNERSHIP OF THIS SITE AND ITS CONTENTS**

This Site, including all of the software and code comprising or used to operate this Site, including application updates, and all of the text, photographs, images, illustrations, graphics, sound recordings, logos, video and audio-video clips, and other materials available on this Site (collectively, “**Content**”) are protected under applicable intellectual property and other laws, including without limitation those of the United States. All Content and intellectual property rights therein are the property of GCG or of third parties who have licensed their rights to GCG.

The presence of any Content on this Site does not constitute a waiver of any right to such Content. You do not acquire ownership rights to any such Content viewed through this Site. Subject to your compliance with these Terms of Use, we will permit you to access and use the Site solely for lawful purposes and only in accordance with these Terms of Use.

- **Copyrights.** As between you and GCG, GCG and its licensors own and reserve the copyrights in this Site, including all of its Content.
- **Copyright License.** Under these Terms of Use, we hereby grant you a limited license to access and use this Site and to download and print copies of any Content to which you have properly gained access, but only for your own personal, non-commercial use, and only if you do not remove, modify or obscure any copyright, trademark, or other proprietary notices from such Content. The foregoing license does not include use of any data mining, robots or similar data gathering or extraction methods. We may revoke this license at any time and for any reason without notice.
- **Trademarks.** All trade names, trademarks and service marks displayed on this Site are the registered or unregistered trademarks of GCG, its licensors, or other third parties (collectively, the “**Trademarks**”) and are protected by U.S. and international trademark laws and treaties.
- **Restrictions.** Except as otherwise provided in these Terms of Use, you may not use, copy, reproduce, distribute, republish, download, modify, display, post or transmit Content or Trademarks in any form or by any means without our express prior written permission.
- **Your Feedback.** We welcome your comments, feedback, suggestions, and other communications regarding this Site and the information, products, and services we make available through this Site (collectively, “**Feedback**”). By submitting Feedback, however, please note that you represent and warrant that you have the legal rights to disclose any ideas or information you include in your Feedback. Please also note that the Feedback you provide to us through this Site will be and remain our exclusive property. Your submission of Feedback will constitute an assignment to us of all worldwide rights, title and interests in your Feedback, including all copyrights and other intellectual property rights in your Feedback. This means that we will be entitled to reduce to practice, exploit, make, use, copy, disclose, display or perform publicly, distribute, improve and modify any Feedback you submit for any purpose whatsoever, without restriction and without compensating you in any way. For this reason, we ask that you not send us any Feedback that you do not wish to assign to us.

#### **OTHER RESTRICTIONS ON YOUR USE OF THIS SITE**

You may only use the Site for lawful purposes in accordance with these Terms of Use. As a condition of your use of the Site, you represent and warrant to us that you will not use the Site for any purpose that is unlawful or prohibited by these Terms of Use.

Whether on behalf of yourself or on behalf of a third party, you may not use this Site:

- to access (or attempt to access) areas or features of this Site for which you do not have the proper authorization;
- to impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity, or express or imply that we endorse any statement that you make;
- in a manner that violates any national, state, local or international law, rule or regulation;
- to further or promote any criminal or illegal activity or to provide instructional information about illegal activities;
- in a manner that interferes with, disables, disrupts, impairs or creates an undue burden on the networks or services that support this Site;
- to harvest or collect e-mail addresses or other contact information of other users by electronic or other means for the purposes of sending unsolicited e-mails or other unsolicited communications;
- for any public or commercial purpose other than in furtherance of any transaction that you make through the Site, as applicable;
- make any use of the Site in order to transmit, distribute, store or destroy material in violation of any applicable law or regulation, in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others, or that is defamatory, obscene, threatening, abusive or hateful; or
- in a manner that we determine, in our sole discretion, restricts or inhibits any other user from using or enjoying this Site.

## TRANSACTIONS

In some instances, through your Account and our portals, we may provide you with the opportunity to purchase GCG's products and services ("Services").

- **Transaction Information:** If you wish to purchase the Services (a "Transaction"), you may be asked to supply certain information relevant to your Transaction including, without limitation, information about your method of payment (such as your payment card number and expiration date) and your billing address (collectively, "Transaction Information"). You represent and warrant that you have the legal right to use any Transaction Information utilized in connection with any Transaction. By submitting Transaction Information to us, you grant to us the right to provide such information to third parties for the purposes of facilitating the completion of Transactions initiated by you or on your behalf. Verification of Transaction Information may be required prior to the acknowledgment or completion of any Transaction.
- **Services:** All descriptions, images, references, features, content, specifications, Services and prices of Services are subject to change at any time without notice. The inclusion of any Services on the Site does not imply or warrant that these Services will be available. It

is your responsibility to ascertain and obey all applicable local, state, federal, and international laws in regard to the receipt, possession, use, and sale of any Service. By entering into a Transaction, you represent and warrant that the Service that you buy will be used only in a lawful manner. We reserve the right, with or without prior notice, to do any one or more of the following: (a) limit the availability of or discontinue any Service; (b) impose conditions on the honoring of any discount, promotional code, or other similar promotion; (c) bar you from making or completing any or all Transaction(s); and (d) refuse to provide you with any Service.

- **Payment:** You agree to pay us all Transaction charges and fees that may be incurred by you or on your behalf through the Site, at the price(s) then in effect for the Services. You will also remain responsible for any taxes that may be applicable to your Transactions.
- **Availability, Errors and Inaccuracies:** We make a conscientious effort to describe and display Services accurately on the Site. Despite these efforts, a small number of Services may be described inaccurately, or unavailable, and we may experience delays in updating Service information. As a result, we cannot and do not guarantee the accuracy or completeness of any such information, including prices, specifications, and availability. We reserve the right to change or update Service information and to correct errors, inaccuracies, or omissions at any time without prior notice. If we determine that there were inaccuracies in Service information, we will cancel your Transaction and notify you of such cancellation based on contact information you provide to us for the Transaction.

### **SMS TERMS OF SERVICE**

By opting into SMS from a web form or other medium, you are agreeing to receive SMS messages from GCG. This includes SMS messages for appointment scheduling, appointment reminders, order updates, commercial discussions, and billing notifications. Message frequency varies. Message and data rates may apply. See privacy policy at <https://www.gogcg.com/wp-content/uploads/GCGPrivacyPolicy.pdf>. To opt-out, or if you otherwise wish to stop receiving SMS messages, you may contact us using the contact information below, or by following the instructions provided in the communication, for help or to opt-out, where applicable.

### **REMOVAL OF CONTENT**

If you would like us to delete any Content you have provided through the Site for any reason, please contact us as explained in the “Contact Us” section of these Terms of Use. While we do not have any obligation to remove Content merely because of a removal request, we will review all such requests and will remove Content that we determine should be removed, in our sole discretion and in accordance with these Terms of Use (including our Privacy Policy) and applicable law.

## **RIGHT TO MODIFY OR DISCONTINUE THIS SITE**

We reserve the right at any time to modify, temporarily or permanently discontinue this Site (or any part thereof) with or without notice, and we will not be liable to you or to any third party for any modification, suspension or discontinuance of this Site.

## **LINKS TO OTHER SITES**

This Site may provide links to other Web sites or other services operated by third parties. Because we have no control over third-party Web sites or services, we are not responsible for the availability of those Web sites and do not endorse and are not responsible or liable for any content, advertising, services, products, or other materials on or available from such Web sites. We make no representations regarding the content or accuracy of materials on such third party Web sites. Similarly, we are not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, advertising, services, products, or other materials on or available from such Web sites. Your use of such Web sites is subject to the terms and policies of the owner of such Web sites and not these Terms of Use. Other Web sites may link to the Site with or without our authorization, and we may block any links to or from the Web site in our sole discretion. **YOUR USE OF THIRD-PARTY WEB SITES OR SERVICES IS AT YOUR OWN RISK.**

## **REPRESENTATIONS AND WARRANTIES**

You represent and warrant to GCG that: (1) you have the legal right and authority to enter into these Terms of Use; (2) these Terms of Use form a binding legal obligation on your behalf; (3) you have the legal right and authority to perform your obligations under these Terms of Use and to grant the rights and licenses described in these Terms of Use; and (4) your use of and access to the Site and your Account will comply with all applicable laws, rules, and regulations and will not cause GCG itself to violate any applicable laws, rules or regulations.

## **DISCLAIMER OF WARRANTIES**

WE MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THIS SITE, ANY CONTENT ON THIS SITE, OR ANY PRODUCT OR SERVICE PROMOTED THROUGH THIS SITE. THIS SITE AND ALL OF ITS CONTENT ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. WE CANNOT AND DO NOT REPRESENT THAT THE SITE WILL OPERATE ERROR-FREE, UNINTERRUPTED, FREE FROM UNAUTHORIZED ACCESS, THAT THE SITE AND ITS SERVER ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISM, OR OTHERWISE MEET YOUR REQUIREMENTS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE MATERIALS, THE ACCURACY OR COMPLETENESS OF THE MATERIALS, OR THAT COMMUNICATIONS SENT FROM US ARE FREE OF MALWARE OR OTHER HARMFUL COMPONENTS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL

REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY STATUTE, CUSTOM OR COURSE OF DEALING, COURSE OF PERFORMANCE OR IN ANY OTHER WAY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, CORRECTNESS, RELIABILITY, COMPLETENESS OR USEFULNESS OF ANY CONTENT APPEARING ON THIS SITE. WE DO NOT ENDORSE ANY OPINION, ADVICE, COMMENT OR STATEMENT MADE ON THIS SITE BY OUR CLIENTS OR BY SITE USERS, AND SUCH STATEMENTS DO NOT IN ANY WAY REFLECT OUR OPINION, ADVICE OR STATEMENT. YOU EXPRESSLY AGREE THAT YOUR USE OF THE MATERIALS IS AT YOUR SOLE RISK.

Without limiting the foregoing, certain products promoted through this Site may be covered by a product warranty, and the limitations and disclaimers set forth herein will not limit or restrict any manufacturers' warranty applicable to the products promoted through this Site.

Nothing in these Terms of Use will affect any statutory rights to which you may be entitled as a consumer to the extent your ability to alter or waive such rights by contract is limited by applicable law. Specifically, you acknowledge that you may have or may in the future have claims against us which you do not know or suspect to exist in your favor when you agreed to these Terms of Use and which if known, might materially affect your consent to these Terms of Use. You expressly waive all rights you may have under Section 1542 of the California Civil Code, which states:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASING PARTY.”

IF THIS CLAUSE IS HELD TO BE UNENFORCEABLE IN WHOLE OR IN PART IN ANY JURISDICTION DUE TO RELEVANT LAWS, THEN IN NO EVENT WILL OUR OR THE RELEASED PARTIES' (AS DEFINED BELOW) TOTAL LIABILITY TO YOU EXCEED THE TOTAL AMOUNT YOU HAVE PAID US OR THE RELEASED PARTIES DURING THE SIX (6) MONTHS PRIOR TO THE INCIDENT. NOTHING IN THIS CLAUSE WILL LIMIT OR EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE.

## **INDEMNITY**

You hereby agree to indemnify, defend, and hold harmless GCG and its officers, directors, affiliates, employees, agents, contractors, assigns, users, customers, providers, licensees, and successors in interest (“**Indemnified Parties**”) from any and all claims, losses, liabilities, damages, fees, expenses and costs (including attorneys' fees, court costs, damage awards, and settlement amounts) that result from any claim or allegation against any Indemnified Party arising in any manner from: (1) your access to or use of the Site, including your Account and our portals; or (2) your breach of any representation, warranty, or other provision of this Agreement. GCG will provide you with notice of any such claim or allegation, and GCG will have the right to participate in the defense of any such claim.

## **LIMITATIONS OF LIABILITY**

UNDER NO CIRCUMSTANCES WILL GCG, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, LICENSORS AND SERVICE PROVIDERS, AND ITS AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE “**RELEASED PARTIES**”), BE LIABLE TO YOU, OR ANY THIRD PARTY CLAIMING THROUGH YOU, FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS SITE, ITS CONTENT, ANY SERVICES OR PRODUCTS MADE AVAILABLE THROUGH THIS SITE, OR YOUR USE OF OR INABILITY TO USE THIS SITE, INCLUDING ANY PURCHASES YOU MAKE OR LOSS OR DAMAGE DUE TO VIRUSES THAT MAY AFFECT YOUR COMPUTER EQUIPMENT, SOFTWARE, DATA OR OTHER PROPERTY ON ACCOUNT OF YOUR USE OF THIS SITE OR YOUR DOWNLOADING OF ANY MATERIAL FROM THIS SITE.

THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND (WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, LOSS OF INCOME OR LOSS OF PROFITS), WHETHER THE CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, EVEN IF AN AUTHORIZED REPRESENTATIVE OF GCG OR ANOTHER RELEASED PARTY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND WITHOUT REGARD TO THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, ILLEGAL OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE RELEASED PARTIES UNDER SUCH CIRCUMSTANCES TO YOU OR ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED WILL NOT EXCEED ONE HUNDRED



DOLLARS (\$100.00). YOU AGREE THAT WE WOULD NOT ENTER INTO THESE TERMS OF USE WITHOUT THESE LIMITATIONS ON OUR LIABILITY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THESE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

NOTHING IN THESE TERMS OF USE WILL LIMIT OR EXCLUDE LIABILITY FOR LOSSES OR DAMAGES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW.

### **CHOICE OF LAW, JURISDICTION AND VENUE**

These Terms of Use and the relationship between you and us will be governed by and construed in accordance with the federal laws of the United States of America and the laws of the State of Illinois, excluding conflict of laws provisions that would indicate the application of the laws of any other jurisdiction. ANY LEGAL ACTION OR PROCEEDING RELATING TO YOUR ACCESS TO, OR USE OF, THIS SITE, THESE TERMS OF USE, OR YOUR ACCOUNT, WILL BE INSTITUTED ONLY IN A STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF COOK COUNTY, ILLINOIS, U.S.A. YOU AND WE IRREVOCABLY AGREE TO SUBMIT TO THE JURISDICTION OF SUCH COURTS. You expressly waive any claim of improper venue and any claim that such courts are an inconvenient forum.

### **DISPUTE RESOLUTION**

Please read the following section carefully because it requires you to arbitrate certain disputes and claims with GCG and limits the manner in which you can seek relief from us, unless you opt out of arbitration by following the instructions set forth below. NO CLASS OR REPRESENTATIVE ACTIONS OR ARBITRATIONS ARE ALLOWED UNDER THIS ARBITRATION AGREEMENT. IN ADDITION, ARBITRATION PRECLUDES YOU FROM SUING IN COURT OR HAVING A JURY TRIAL.

**No Representative Actions.** You and GCG agree that any past, present, or future dispute arising out of or related to these Terms of Use is personal to you and GCG, and that any dispute will not be brought as a class arbitration, class action or any other type of representative proceeding.

**Arbitration of Disputes.** Except for small claims disputes in which you or GCG seeks to bring an individual action in small claims court located in the county of your billing address or disputes in which you or GCG seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, **you and GCG waive your rights to a jury trial and to have any dispute arising out of or related to these Terms of Use or our services resolved in court.** Instead, for any past, present, or future dispute or claim that you have against GCG or relating in any way to

the services, you agree to first contact GCG and attempt to resolve the claim informally by sending a written notice of your claim ("**Notice**") to GCG by certified mail addressed to Genuine Cable Group, Attn: Legal Department, 8550 W. Bryn Mawr Ave., Suite 400, Chicago, Illinois 60631.

The Notice must (a) include your name, your residence address, your email address and your telephone number; (b) a description of the nature and basis of the claim; and (c) set forth the specific relief sought. Our notice to you will be similar in form to that described above. If you and GCG cannot reach an agreement to resolve the claim within thirty (30) days after such Notice is received, then either party may submit the dispute to binding arbitration administered by JAMS or, under the limited circumstances set forth above, in court. All disputes submitted to JAMS will be resolved through confidential, binding arbitration before one arbitrator. Arbitration proceedings will be held in Cook County, Illinois. You and GCG agree that arbitrations will be held in accordance with the JAMS Streamlined Arbitration Rules and Procedures ("**JAMS Rules**"), including without limitation, provisions regarding consolidation of claims. The most recent version of the JAMS Rules are available on the [JAMS website](#) and are hereby incorporated by reference. You either acknowledge and agree that you have read and understand the JAMS Rules or waive your opportunity to read the JAMS Rules and waive any claim that the JAMS Rules are unfair or should not apply for any reason.

You and GCG agree that these Terms affect interstate commerce, that the enforceability of this section will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* (the "**FAA**"), and that to the maximum extent permitted by applicable law, the FAA shall preempt the application of state laws regarding arbitration, including without limitation, provisions of the California Arbitration Act. As limited by the FAA, these Terms and the JAMS Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court, including the power to determine whether a dispute may be arbitrated. The arbitrator may not preside over any type of class or representative proceeding. However, in the event that five or more claims in arbitration are initiated which assert the same or similar factual allegations, or raise the same or similar legal issues, we may request that the claims be consolidated for resolution consistent with Rule 6 of the Streamlined Rules, and you agree to consolidation of your claim with the claims of other claimants asserting the same or similar factual allegations, or whose claims raise the same or similar legal issues. In such a consolidated proceeding, a single arbitrator shall be appointed to resolve all consolidated claims, who shall resolve common issues of law and fact and apply such rulings consistently to the consolidated claims.

The arbitration will allow for the discovery or exchange of non-privileged information relevant to the dispute. The arbitrator, GCG, and you will maintain the confidentiality of any arbitration proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the arbitration or related to the dispute(s) therein. The

arbitrator will have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary. The duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a preliminary remedy or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by law or judicial decision.

You and GCG agree that for any arbitration you initiate, you will pay the filing fee and GCG will pay the remaining JAMS fees and costs. For any arbitration initiated by GCG, GCG will pay all JAMS fees and costs. You and GCG agree that the state or federal courts of the State of Illinois and the United States sitting in Cook County, Illinois have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

**Any claim arising out of or related to these Terms of Use or the use of our services must be filed within one year after such claim arose; otherwise, the claim is permanently barred, which means that you and GCG will not have the right to assert the claim.**

**You have the right to opt out of binding arbitration within 30 days of the date you first accepted the terms of this section by emailing GCG at [privacy@gogcg.com](mailto:privacy@gogcg.com).**

In order to be effective, the opt-out notice must include your full name and address and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve disputes in accordance with this section.

If any portion of this section is found to be unenforceable or unlawful for any reason, (a) the unenforceable or unlawful provision shall be severed from these Terms; (b) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of this section or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this section; and (c) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this section is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this section will be enforceable. If you are a consumer, the provisions of this section will be modified to the extent necessary to conform to the JAMS [Consumer Arbitration Minimum Standards](#).

## **AGE ELIGIBILITY**

The Site is intended for use by users of 18 years of age or older.

## **TERM**

These Terms of Use are entered into as of the date you first access or use the Site and will continue until terminated. To the extent permitted and in accordance with applicable law, we may terminate your access to the Site or your Account at any time if you violate these Terms of Use or for any reason, at our sole discretion. You may terminate these Terms of Use at any time by ceasing to access the Site and by destroying any Content that you have been permitted to download from the Site.

## **GENERAL**

Words and phrases used in these Terms of Use have the definition given in these Terms of Use or, if not defined herein, have their plain English meaning as commonly interpreted in the United States. As used in these Terms of Use, the term “including” means “including, but not limited to.” Section headings are for reference purposes only.

Our failure at any time to require performance of any provision of these Terms of Use or to exercise any right provided for herein will not be deemed a waiver of such provision or such right. All waivers must be in writing and signed in ink by the party to be bound. Unless the written waiver contains an express statement to the contrary, no waiver of any breach of any provision of these Terms of Use or of any right provided for herein will be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under these Terms of Use.

If any provision of these Terms of Use is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions, and the court will substitute for such provision the valid and enforceable provision that most closely approximates the intent and economic effect of such provision. The remaining provisions of these Terms of Use will remain in full force and effect.

Unless you have entered into a separate agreement with GCG regarding the Site, these Terms of Use, together with any client agreement to which you may be subject, set forth the entire understanding and agreement between us and supersede all prior understandings and agreements between you and us with respect to the subject matter hereof.

The parties hereto are independent parties, not agents, employees or employers of the other, or joint ventures, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other. Any assignment in violation of the foregoing will be null and void. We may freely assign these Terms.

These Terms of Use may be amended only as set forth above.

## **NOTICE FOR CALIFORNIA USERS**

Under California Civil Code Section 1789.3, California users of our Site are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

## **NOTICES**

Unless otherwise specified in these Terms of Use, any notices required or allowed under these Terms of Use will be provided to GCG by contacting us as stated in the “Contact Us” section below. GCG may provide you with any notices required or allowed under these Terms of Use by sending you an email to any email address you provide to GCG in connection with your Account, provided that in the case of any notice applicable both to you and other users of the Site, GCG may instead provide such notice by posting on the Site. Notices provided to GCG will be deemed given when actually received by GCG. Notice provided to you will be deemed given 24 hours after posting to the Site or sending via e-mail, unless (as to e-mail) the sending party is notified that the e-mail address is invalid.

## **CHANGES TO THESE TERMS OF USE**

These Terms of Use and the Agreement formed by these Terms of Use do not alter in any way the terms or conditions of any other agreement you may have with us. We are continually improving and adding to the features and functionality of this Site and the services we offer through this Site. As a result of these changes (or changes in the law), we may need to update or revise these Terms of Use from time to time. Accordingly, we reserve the right to modify these Terms of Use at any time and in our sole discretion, without prior notice, by posting the revised version of these Terms of Use to the link marked “Terms of Use” at the bottom of each page of this Site. Any modifications will be effective 24 hours after posting through the Site or delivery of such other notice. You must cease using the Site or terminate these Terms of Use at any time if you do not agree to any changes. However, your continued use of this Site after we have posted the revised Terms of Use constitutes your agreement to be bound by the revised Terms of Use.

Whenever we do change these Terms of Use, we will also change the “effective date” at the end of these Terms of Use. If you have not visited this Site in the last sixty days, be sure to check the effective date to see if these Terms of Use have been revised since your last visit.

You may access the most current version of these Terms of Use at any time by clicking the link marked “Terms of Use” at the bottom of each page of this Site.

## **CONTACT US**

If you have any questions or concerns regarding these Terms of Use, please contact us the following information:

**By E-Mail:** [privacy@gogcg.com](mailto:privacy@gogcg.com)

**By Mail:** 8550 W. Bryn Mawr Ave.  
Suite 400  
Chicago, Illinois 60631

**Effective Date:** May 2024

**Last Updated Date:** March 2025