

Last Updated: January 18th, 2024

THESE PERFECTLY TERMS OF USE REQUIRE ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN JURY TRIALS OR CLASS ACTIONS. PLEASE SEE ARTICLE 20 BELOW - BINDING ARBITRATION AND CLASS ACTION WAIVER - TO LEARN MORE.

These Terms of Use (the “**Terms of Use**”) are hereby agreed upon between User and Perfectly Imperfect LLC, a limited liability company organized and existing under the laws of the United States, with its principal office located at 191 President St., #2, Brooklyn, New York 11231 (hereinafter, “**Perfectly**”).

ARTICLE 1.

INTRODUCTION:

Perfectly is the owner of the website <https://www.perfectlyimperfect.fyi> and other applications (individually and collectively, the “**Platform**”). Among other things, the Platform allows User to create a public profile, add and interact with friends, and post, share, and request text and photo recommendations with others.

Please take the time to read these Terms of Use carefully as it constitutes a legally binding agreement with Perfectly regarding the use of the Services and access to the Platform by User.

These Terms of Use apply from the registration of User on the Platform, and throughout User’s use of the Services, whether User accesses the Services via a wireless or mobile device, a tablet or computer, or any other technology or device now known or hereinafter devised (individually and collectively, the “**Device**”).

By using the Services or the Platform, User hereby expressly agrees to comply with these Terms of Use, and any additional terms that Perfectly may provide, including, but not limited to, in connection with User’s use of products and/or services that Perfectly may offer or otherwise make available to User from time to time (the “**Additional Terms**”). The Services may also provide rules of participation for certain activities and/or services, including, but not limited to, contests, sweepstakes, giveaways, and/or other marketing/ advertising initiatives that Perfectly may provide to User from time to time (the “**Rules**”).

Perfectly’s [Privacy Policy](#), the Additional Terms, and the Rules are all hereby incorporated into these Terms of Use by this reference as though fully set forth herein. To the extent that there is a conflict between these Terms of Use and the Additional Terms, the Additional Terms shall govern. To the extent that there is a conflict between these Terms of Use and the Rules for any specific initiative, the Rules shall govern.

ARTICLE 2.

DEFINITIONS:

Capitalized terms shall have the meaning given to them herein, whether used in plural or singular form.

Agreement means these Terms of Use, and all Additional Terms and Rules.

Applicable Data Protection Laws means any laws and regulations applicable to the Parties according to the nature of Personal Data processed by Perfectly, or the location of User.

Content means all content published or otherwise made available by User on their Profile (e.g., written works, works of art, messages, content, links, videos, photos, music, etc., as further set forth in [Article 7](#)).

User means any visitor to the Platform, or user (i.e., a natural person) registered on the Platform or using Perfectly's tools to subscribe to any of Perfectly's newsletters, marketing, or other advertising initiatives.

GDPR means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection and processing of personal data and on the free movement of such data.

Parties means the parties to this Agreement, i.e., Perfectly and User.

Personal Data or Personal Information means any information relating to an identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physiological, genetic, mental, economic, cultural, or social identity of that natural person.

Profile means User's dedicated account and environment on the Platform.

Services means any and all functionalities and tools made available to User through the Platform and as further described in [Article 4](#) below entitled "*Description of Services*".

ARTICLE 3.

OBJECT:

This Agreement aims to define the respective obligations of the Parties regarding use of the Services.

This Agreement includes, but is not limited to, these Terms of Use, and the Additional Terms or Rules.

Perfectly may modify or adapt the provisions of this Agreement at any time (e.g., to take into consideration new Services offered on the Platform, or to comply with new legal obligations). In the event of any material change to this Agreement, notice will be provided to User through the Platform directly or via email.

By continuing their use of the Services and keeping their Profile active after such notice of the new version of this Agreement has been presented, User will be deemed to have accepted such new version.

ARTICLE 4.

DESCRIPTION OF SERVICES:

The Services allow User to access certain features, functionality, information, content, and services provided by Perfectly (and its affiliates and/or other third parties), which may include the ability to:

- Publish messages and other content on the Platform.
- Keep in touch with and follow friends on the Platform.
- Connect with social networks and musical accounts on the Platform (e.g., Instagram, Spotify).
- Search and discover content on the Platform.
- Browse content submitted by other Users on the Platform.
- Visit User-submitted, third-party links on the Platform.

ARTICLE 5.

ACCESSING THE PLATFORM:

User hereby expressly agrees that they:

- Have read, understand, and agreed to the provisions of this Agreement.
- Will not access or remain on the Platform fraudulently, or to hinder or otherwise alter its performance, including by introducing any virus, Trojan horse, worm, logic bomb, or any other program that may cause damage to the Platform, Perfectly, any of its affiliates, and any other User.
- Undertake, when registering, to use and provide accurate information regarding their identity.
- Represent and warrant that they have reached the legal age of majority in their jurisdiction.

The Platform and the Services are expressly prohibited for use by minors that are unauthorized to access and register to online services according to the laws of their country of residence.

ARTICLE 6.

REGISTERING AS A USER:

To access and use content, features, and functionality of the Services, Perfectly requires that User:

- Registers for the Services, whether on the Platform, a third-party platform, or otherwise, by creating and providing a username and password combination. Currently, User may create an account on the Platform with a login details (i.e., email address). When registering, User will receive a confirmation link sent to the email address provided by User to enable access to their Profile.
- Provide Perfectly with certain additional information to establish and complete User's Profile and allow for use of the Services according to the provisions of Perfectly's [Privacy Policy](#).

User hereby expressly represents and warrants that all registration and account information submitted or otherwise made available to Perfectly by User is truthful and accurate, and that it will be maintained and promptly updated by User to ensure its continued accuracy.

User expressly represents and warrants that they are solely responsible for maintaining the confidentiality of their login credentials, and shall be solely responsible and liable for any access to or use of the Services through their Profile, whether such use or access is made directly by User, or by any third party using User's credentials, whether or not such access or use has been authorized by User. User expressly warrants and represents they are solely responsible for **(i)** controlling the disclosure and/or use of User's credentials and Profile, and **(ii)** updating, maintaining, and controlling access to User's credentials and Profile.

User hereby expressly agrees to immediately notify Perfectly of any unauthorized use of their credentials or Profile, or any other breach of security discovered through the use of the Services.

User expressly acknowledges and agrees that Perfectly and its affiliates shall not be responsible or liable for any loss or damage arising from User's failure to comply with this [Article 6](#).

ARTICLE 7.

USING AND ACCESSING THE SERVICES:

7.1. General Provisions:

When using or otherwise accessing the Services, User must comply with all provisions of this Agreement. If User needs assistance regarding use of or access to the Services, contact admin@perfectlyimperfect.fyi.

7.2. Specificities Regarding the Publication of Content:

The Services may provide User with the opportunity to submit, post, display, or otherwise make available certain Content, including, without limitation, written works, content, comments, reviews, posts, materials, ideas, links, images, opinions, messages, works of art, and other content and information via the Services.

Perfectly does not guarantee the accuracy, integrity, quality, or content of Content published on the Platform. Under no circumstances shall Perfectly be liable in any way for any loss or damage of any kind incurred as a result of Content submitted, uploaded, posted, emailed, displayed, transmitted, written, or otherwise made available on the Platform. User hereby expressly agrees they are solely responsible for the Content published on their Profile or otherwise using their account credentials.

For the avoidance of doubt, Perfectly takes no responsibility for, and does not expressly or implicitly endorse, support, or guarantee the completeness, truthfulness, accuracy, or reliability of any Content.

User hereby expressly represents, warrants, covenants, and agrees that:

- They solely own all Content, or are otherwise authorized to grant all rights, licenses, and privileges described in this Agreement, and to perform and comply with all requirements set forth herein.
- Their submission, uploading, posting, linking, emailing, displaying, transmission, process, or other availability, etc. of the Content does not and shall not violate this Agreement, any rights of any other third party or entity, as well as any of their obligations, laws, rules, or regulations.
- They hold, and shall continue to hold, all ownership, license, proprietary, and other legal rights necessary to enter into, authorize, grant, and perform their obligations under this Agreement, and shall pay for all royalties, fees, and any other monies owing to any third party by reason of the Content published, displayed, linked, uploaded, etc. on the Platform or by way of the Services.

7.3. Subscriptions:

If User is a paying subscriber of the Services, allowing User to access additional content and/or services, User shall pay to PI the monthly fees in accordance with [PI's premium pricing policy](#) (the "Fees"). PI reserves the right to change the Fees and to institute new charges and Fees at the end of each subscription period. Fees are non-refundable and non-cancellable unless requested by User via email at admin@perfectlyimperfect.fyi no later than thirty (30) days from the payment date. User shall be responsible for all taxes associated with User's use of the Service.

ARTICLE 8.

CODE OF GOOD CONDUCT:

User is solely responsible for their conduct when using the Services or otherwise accessing the Platform. Perfectly works to keep the Services and the Platform safe and enjoyable for everyone, and the use of the Services and/or access to the Platform for any unlawful and/or harmful activities is expressly prohibited.

User hereby expressly agrees that, while using the Services and/or accessing the Platform, they shall not:

- Engage in or encourage conduct that would violate any applicable law, rule, regulation, judicial, or government order, give rise to civil liability, or violate or infringe upon any intellectual property, proprietary, privacy, moral, publicity, or other rights of Perfectly or of any other third party.
- Submit, post, email, display, write, link, transmit, communicate, or otherwise make available, etc., through the Services or the Platform, any material, or to take any action, that is or is likely to be unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy or publicity rights, harassing, profane, obscene, vulgar, or that contains explicit or graphic imagery, descriptions or accounts of excessive violence or sexual acts (including, but not limited to, sexual language of a violent or threatening nature directed at another individual or group of individuals), contains a link to an adult website, or is patently offensive, promotes racism, bigotry, hatred or physical harm of any kind against any group or individual.
- Submit, post, email, display, write, link, transmit, communicate, or otherwise make available, etc., through the Services, any material that User does not have a right to make available under any law, rule, or regulation, or under contractual or fiduciary relationships (i.e., inside, proprietary, or confidential information learned or disclosed as part of employment relationships, or under nondisclosure agreements), or otherwise creates a security or privacy risk for any third party.
- Engage in or encourage conduct that affects adversely or reflect negatively on any of the Perfectly Parties, the Services, the Platform, Perfectly's goodwill, name, or reputation, or otherwise causes duress, distress, or discomfort to Perfectly or anyone else, or discourage any third party from using all or any portion, features, or functions of the Services and/or the Platform, or from advertising or becoming a supplier to Perfectly in connection with the Services and/or the Platform.
- Submit, post, email, display, write, link, transmit, communicate, or otherwise make available, etc., through the Services or the Platform, any material that contains a software virus, worm, spyware, Trojan horse or other computer code, file or program designed to interrupt, impair, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.
- Use the Services or the Platform for commercial purposes, including, but not limited to, engaging in pyramid schemes, advertising, marketing, or offering goods or services, or exploiting information or material obtained on, through or in connection with the Services, whether or not for financial or other form of compensation, or through linking with another platform or service.
- Modify, disrupt, impair, alter, or interfere with the use, features, function, operation, or maintenance of the Services or the Platform, or the rights, use, or enjoyment of the Services by any other.
- Impersonate any person or entity, or falsely represent their affiliation with any person or entity.
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted on, through or in connection with the Services and/or the Platform.

- Solicit passwords or personal identifying information for commercial or unlawful purposes from other Users or engage in spamming, flooding, harvesting of email addresses or other personal information, “spidering”, “screen scraping”, “phishing”, “database scraping”, or any other activity with the purposes of obtaining lists of other Users or other information, including transmitting or facilitating in the transmission of junk email, chain letters, duplicative, or unsolicited messages.
- **Modify, reverse engineer, decompile, or disassemble any part of the Services or the Platform, whether in whole or in part, or create any derivative works from any part of the Services or the Platform, or encourage, assist, or authorize any other person or entity to do so, including, but not limited to, training any artificial intelligence (“AI”) algorithm for such purpose.**
- Submit, post, display, transmit, or otherwise make available through the Services any information, materials, or content that are, or could be perceived as, false, incorrect, misleading, or deceptive.

Perfectly is not obligated to monitor the Content published on the Platform or through the Services.

However, Perfectly allows Users to report Content that is clearly illegal, unlawful, dangerous, discriminatory, hateful, or infringing against the rights of others or any of the above-mentioned provisions. Perfectly reserves the right to investigate and take appropriate action against anyone who, in Perfectly’s sole discretion, violates, or is suspected of violating, this Agreement, including, but not limited to, removing any Content or post from the Platform at any time, and reporting User to law enforcement authorities.

ARTICLE 9.

SANCTIONS FOR NON-COMPLIANCE WITH THE TERMS OF USE:

In the event Perfectly believes User has breached this Agreement, Perfectly reserves the right (in addition to any other rights and remedies it may have), at its own discretion and without prior notice, to:

- Refuse or cancel the registration of User on the Platform.
- Suspend User’s Profile on the Platform.
- Close User’s Profile on the Platform indefinitely.
- Delete any Content published on the Platform by User, temporarily or indefinitely.
- Terminate or otherwise block User’s access to the Services and the Platform, and terminate or otherwise block all rights and licenses granted to User in this Agreement.
- Communicate to competent judicial or governmental authorities all Content accessible and available on the Platform, upon request, or if legal proceedings are initiated against Perfectly.

ARTICLE 10.

CLOSURE OF USER ACCOUNT:

User may close their Profile on the Platform at any time by clicking on “Settings” and going to “Delete Account”. By canceling their Profile, User may inform Perfectly of the reason for cancelation.

User may also request Perfectly to delete the Profile by sending a request to admin@perfectlyimperfect.fyi.

Once the Profile has been deleted, some of User's Personal Data may be kept by Perfectly in intermediate storage for a period of time in accordance with the legal and regulatory provisions in force. Information on retention periods is available in Perfectly's [Privacy Policy](#) accessible on the Platform.

User is informed that the cancelation of their Profile is permanent. This means that User will lose all of their Content, followers, etc., as provided through the use of the Platform and the Services.

ARTICLE 11.

PROCESSING OF PERSONAL INFORMATION:

Perfectly processes User's Personal Information according to the [Privacy Policy](#) which sets forth information regarding the Personal Information used, the purpose(s) for such use, User's rights to the processing of their Personal Information, the technical and organizational measures set out to protect their privacy, the recipients of the Personal Information, and other information as required by Applicable Data Protection Laws, including, without limitation, the CCPA (US) and the GDPR (EU). User shall refer to the [Privacy Policy](#) to access further information regarding the processing of their Personal Information.

ARTICLE 12.

PROPRIETARY RIGHTS:

12.1. Proprietary Rights of Perfectly:

The Services and the Platform, and any and all of the material and content comprising the foregoing, are protected under intellectual property laws. Perfectly is the owner of all intellectual property rights therein and thereto, or has obtained the necessary authorizations or licenses from the holder(s) of such rights.

The Services, the Platform, software, database structures, texts, information, analyses, images, photographs, graphics, logos, etc., or any other data, material, or content contained on or in connection with the Platform (individually and collectively, the "Perfectly IP") remain the sole and exclusive property of Perfectly or, where applicable, of their respective holders with which Perfectly has concluded specific usage agreements.

Perfectly requires User to respect its copyrights, trademarks, and other intellectual property rights. Any representation or reproduction, in whole or in part, that could be made of the Perfectly IP, without prior written authorization by Perfectly, is illicit and subject to legal proceedings. User shall not reproduce, modify, transmit, transfer, or exploit the Perfectly IP without the prior agreement and authorization of Perfectly. Non-compliance with such provisions will be subject to legal proceedings.

User understands that the content of any sponsored advertisements that may be published on the Platform is protected by intellectual property rights. User is therefore prohibited from using, reproducing, modifying, distributing, or borrowing such content without the authorization of their respective rights holders.

12.2. License of Use of the Perfectly IP Granted to User:

Perfectly grants User a limited, revocable, non-exclusive, and non-transferable right to use the Platform and the Perfectly IP solely in connection with their use of the Services, and solely as described in and in accordance with the terms of this Agreement. Without limiting the foregoing, User shall not:

- Reproduce, represent, download, sell, issue, translate, adapt, exploit, distribute, disseminate, copy, or communicate, in any form whatsoever, commercially or otherwise, any of the Perfectly IP.
- Introduce content and/or materials on the Platform that modify, or are likely to modify, the Perfectly IP, by any means whatsoever, including, for the avoidance of doubt, any form of AI.
- Use Content related to other another User other than in strict accordance with the Agreement.

12.3. License of User Content Published on the Platform:

User hereby grants to Perfectly the non-exclusive, transferable, sub-licensable, fully paid, perpetual right to use any Content on the Platform, including, without limitation, names, images, voices, ideas, concepts, posts, written works, works of art/authorship, messages, comments, photos, etc., and all other material User may make available through use of the Services or the Platform (the “User IP”).

12.4. Proprietary Rights and Warranties of User:

User hereby expressly represents and warrants that they own and/or control all intellectual property rights to the User IP published through their Profile, or otherwise made available through the use of the Services or the Platform, or holds the necessary rights and authorizations from the rightful owner(s) of such rights to publish such content on the Platform, and grant the rights granted to Perfectly pursuant to this Agreement.

User hereby indemnifies, defends, and holds Perfectly and any of the Perfectly Parties harmless from and against any and all claims or actions brought by third parties, and all liabilities, damages, losses, costs, and expenses (including, but not limited to, outside attorneys’ fees), relating to, or arising out of or in connection with, any alleged violation of such third party’s intellectual property rights with respect to the User IP, or any other material published or made available by User through the use of the Services or the Platform.

User hereby grants to Perfectly the right to perpetually sub-license to any affiliate or third party of Perfectly, the User IP, including, without limit, the right to access, reproduce, adapt, or otherwise use the User IP as embodied on the Platform, and by any and all media and means of distribution.

User expressly authorizes Perfectly to modify any of the User IP where necessary to comply with the graphic charter of the Platform, or to make it compatible with technical performances or formats.

12.5. Trademarks:

The trademarks, logos, service marks, and trade names displayed on or in connection with the Services are registered and unregistered trademarks of Perfectly, its affiliates and others, and may not be used in connection with products or services that are not related to, associated with, or sponsored by their rights holders that are likely to cause confusion, or in any manner that disparages or discredits their rights holders.

Nothing contained on or in connection with the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed on or in connection with the Services, without the written consent of Perfectly, or the third party that may own the applicable trademark.

12.6. Claims Regarding Intellectual Property Rights:

If User believes that their User IP has been copied or used on the Platform in a manner that infringes their rights as recognized by applicable law, they must inform Perfectly promptly to the following addresses:

- By Post:
Perfectly Imperfect LLC
191 President St., #2
Brooklyn, New York 11231
- By email: admin@perfectlyimperfect.fyi

12.7. Digital Millennium Copyright Act:

If User is a copyright owner or an agent thereof, and believe that any Content on the Platform infringes their copyrights, then they may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing Perfectly with the following in writing (see *17 U.S.C. 512(c)(3)* for details):

- A physical or electronic signature of a person or entity authorized to act on behalf of the owner of an exclusive right that is allegedly infringed upon.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Services are covered by a single notification, a representative list of such works.
- Identification of the work 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, together with information reasonably sufficient to permit Perfectly to locate such allegedly infringing work.
- Information reasonably sufficient to permit Perfectly to contact you, such as an address, telephone number, and, if applicable, e-mail address.
- A statement that you have a good faith belief that use of the material/work in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that User is authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Written notification of claimed infringement must be submitted to the following:

Perfectly Imperfect LLC
191 President St., #2
Brooklyn, New York 11231
Email: dmca@perfectlyimperfect.fyi

For clarity, only DMCA notices should be sent to addresses above and any other feedback, comments, requests for technical support, and other communications should be directed to Perfectly’s customer service by sending an email to admin@perfectlyimperfect.fyi. User hereby acknowledges and agrees that if they fail to comply with all of the requirements of this Section, then User’s DMCA notice may not be valid.

ARTICLE 13. **SECURITY OF THE PLATFORM:**

Perfectly makes every effort to maintain the security, availability, and integrity of the data transmissions on the Platform. However, in light of the characteristics and constraints of the Internet, Perfectly shall not be held responsible for any errors, interruptions, lack of availability, or viruses on the Platform.

Perfectly may not be held responsible in the event of malfunction, impossibility of access, poor conditions of use of the Platform due to unsuitable Device, internal malfunction of User's Internet service provider, obstruction of the Internet network, or for any other reasons outside of Perfectly's control.

Furthermore, Perfectly reserves the sole right to modify, interrupt, suspend or remove, temporarily or permanently, all or part of the Services, without notice or compensation of any kind.

ARTICLE 14.

DISCLAIMER AND LIMITATIONS OF LIABILITY:

THE PLATFORM AND THE SERVICES, AND ALL CONTENT, PRODUCTS, INFORMATION, AND POSTINGS MADE AVAILABLE ON, THROUGH OR IN CONNECTION THEREWITH, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, OR ANY GUARANTY OR ASSURANCE THE SERVICES WILL BE AVAILABLE FOR USE, OR ANY PRODUCTS, FEATURES, FUNCTIONS, SERVICES OR OPERATIONS WILL BE AVAILABLE OR PERFORM AS DESCRIBED.

All implied representations, warranties, and conditions relating to the Services and the Platform, and all Content, products, services, and User postings are hereby expressly disclaimed by Perfectly. Without limiting the foregoing, Perfectly is not and shall never be responsible or liable for any malicious code, delays, inaccuracies, errors, or omissions arising out of User's use of the Services or the Platform.

Further, without limiting the foregoing, Perfectly, its affiliates, parent company, successors and assigns, officers, directors, employees, agents, representatives, licensors, partners, service providers, advertisers, and suppliers (collectively, "**Perfectly Parties**") make no representation, warranty or condition of any kind, express or implied, regarding any products or services ordered or provided via the Services or the Platform, and hereby disclaim, and User hereby waives, any and all representations, warranties, and conditions of any kind, express or implied, made in connection with product or services, literature, frequently asked questions, documents, advice or information, whether oral or written, obtained by User in connection with the Services or the Platforms, including, without limit, correspondence with Perfectly or its affiliates or otherwise.

USER HEREBY EXPRESSLY UNDERSTANDS AND AGREES THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE PERFECTLY PARTIES SHALL NOT BE LIABLE FOR ANY (1) LOSS OR DAMAGE, OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING FROM USE OF THE SERVICES OR THE PLATFORM, OR FROM THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES; AND/OR (2) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION).

User further understands and acknowledges that some messages, Content, and transmissions, including postings, may not be processed in a timely fashion or at all, and some features or functions may be restricted or delayed or become completely inoperable. User hereby acknowledges and agrees that Perfectly assumes no liability, responsibility, or obligation to transmit, process, store, receive, or deliver transactions or postings, or for any failure or delay associated with any such postings, and User is hereby

expressly advised not to rely upon the timeliness or performance of the Services for any transactions or postings.

ARTICLE 15.
INDEMNITY:

User hereby agrees to indemnify, defend, and hold the Perfectly Parties harmless from and against any and all claims, liabilities, damages, losses, costs, and expenses (including, but not limited to, reasonable attorneys' fees and other legal costs), arising in any way out of or in connection with **(a)** User's breach or violation of this Agreement or any applicable law; **(b)** any third party claims regarding User's use of the Services and/or the Platform; and **(c)** User's Content, postings, and any other activities on the Platform.

Perfectly reserves the right to assume the exclusive defense and control of any matter subject to indemnification by User and all negotiations for its settlement or compromise, and User hereby expressly agrees to fully cooperate with Perfectly upon its request.

ARTICLE 16.
OTHERS:

16.1. Customer Support:

For assistance with technical issues or customer support inquiries, User may contact Perfectly by writing to the following email address: admin@perfectlyimperfect.fyi.

16.2. Third-Party Platforms, Services And Contents:

User shall not post or otherwise disseminate via the Services and/or the Platform any Content (including, but not limited to, links to third-party websites or platforms) that is illegal, illicit, or immoral.

User acknowledges that the Services may include links allowing access to third party websites or third party materials, including, but not limited to, third party platforms. The inclusion of such third party services or links does not constitute an endorsement by the Perfectly Parties or any association therewith. Perfectly does not verify, endorse, or have any responsibility for third party services or business practices.

User hereby expressly agrees that Perfectly shall not be held responsible or liable for any loss or damage caused by or related to User's use of any third party services. Therefore, User is encouraged to read the terms and conditions and privacy policy of each third party service that they may use.

16.3. Assignments:

This Agreement, and all rights, licenses, and privileges granted herein, may not be transferred or assigned by User, but may be assigned or transferred by Perfectly without restriction, notice, or obligation to User.

ARTICLE 17.
DURATION:

The Agreement shall remain in force for the entire duration of User's use of the Services or the Platform.

ARTICLE 18.
SEVERABILITY:

If any term or provision of this Agreement is determined to be invalid, illegal, or incapable of being enforced under any applicable law, or as a matter of public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement to reflect the original intent of the Parties as closely as possible in order that the obligations contemplated by this Agreement be fulfilled as originally contemplated to the greatest extent possible.

ARTICLE 19.

GOVERNING LAW AND JURISDICTION:

19.1. Governing Law of the Agreement:

This Agreement and User's use of the Services and access to the Platform is governed by, construed, and enforced in accordance with the internal substantive laws of the State of New York (notwithstanding such state's conflict of laws provisions) applicable to contracts made, executed, and wholly performed in New York. However, some countries may have more protective national consumer laws that could require the Agreement to be governed by such local laws. This paragraph does not override these laws.

19.2. Informal Conflict Resolution:

User hereby expressly acknowledges and agrees to use reasonable efforts to sort any dispute or conflict informally before filing a claim against Perfectly by contacting admin@perfectlyimperfect.fyi.

The Parties shall work in good faith to resolve the dispute or conflict.

If a dispute is not resolved within three (3) months, either of the Parties may choose to bring a formal proceeding solely according to the provisions mentioned below.

If User is residing in a country within the European Union, User can access the online dispute resolution platform managed by the European Commission here: <https://ec.europa.eu/consumers/odr>.

19.3. Governing Jurisdiction:

Both Parties agree that any judicial proceeding brought to resolve a claim regarding the Agreement shall be brought in the federal and state courts located in the State and County of New York (notwithstanding such state's conflict of laws provisions). **User may not object to such jurisdiction or venue on the grounds of lack of personal jurisdiction, forum, non-convenience, or otherwise.**

These provisions apply to United States residents to the extent that the arbitration and waiver provisions set forth in the Agreement are not applicable. If User resides in a country (e.g., Member State of the European Union) which has enforceable laws giving them, as a consumer, the right to bring disputes to the national courts of their country, the provisions mentioned in this paragraph shall be analyzed in light of such User's rights and shall not infringe upon such laws.

ARTICLE 20.

BINDING ARBITRATION AND CLASS ACTION WAIVER (UNITED STATES USERS ONLY):

PROCEEDINGS TO RESOLVE OR LITIGATE A DISPUTE IN ANY FORUM WILL BE CONDUCTED ON AN INDIVIDUAL BASIS.

Neither User nor Perfectly will seek to have a dispute heard as a class action or private attorney general action, or in any other proceeding in which either Party acts or proposes to act in a representative capacity. No arbitration or proceeding can be combined with another without the prior written consent of all Parties to the arbitrations or proceedings. User and Perfectly agree to arbitrate, as provided below, all disputes between the Parties (including any related disputes involving Perfectly or its affiliates), that are not resolved informally, except disputes relating to the ownership or enforcement of intellectual property rights.

“**Dispute**” includes any dispute, action, or other controversy, whether based on past, present, or future events, between User and Perfectly concerning the Services, the Platform, or this Agreement, whether in contract, tort, warranty, statute, regulation, or other legal or equitable basis.

User and Perfectly empower the arbitrator with the exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability or formation of this Agreement, including the arbitrability of any dispute, and any claim that all or any part of this Agreement are void or voidable.

In the event of a Dispute, User or Perfectly must send to the other Party a notice of dispute, which is a written statement that sets forth the name, address, and contact information of the Party giving the notice, the facts giving rise to the Dispute, and the relief requested. This notice of dispute must be sent to Perfectly Imperfect LLC, 191 President St, #2 Brooklyn, New York 11231, Attention: Legal Department.

Perfectly will send any notice of dispute to User at the contact information it has for such User. The Parties will attempt to resolve a dispute through informal negotiation within sixty (60) days from the date the notice of dispute is sent. Either Party may commence an arbitration proceeding after the expiration of such sixty (60) day period. User may instead litigate a dispute in small claims court if the dispute meets the requirements to be heard in small claims court, whether or not the Parties negotiated informally first.

If User and Perfectly do not resolve a dispute by informal negotiation or in small claims court, the dispute shall be resolved by binding arbitration before a neutral arbitrator whose decision will be final except for a limited right of appeal under the U.S. Federal Arbitration Act.

USER HEREBY UNDERSTANDS AND ACKNOWLEDGES THAT USER IS GIVING UP THE RIGHT TO LITIGATE A DISPUTE IN COURT BEFORE A JUDGE OR JURY.

Arbitration will be administered by JAMS Mediation, Arbitration and ADR Services (“**JAMS**”) in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the “**JAMS Rules**”). The JAMS Rules and instructions about how to initiate an arbitration are available at www.jamsadr.com or 1-800-352-5267. Arbitration may be conducted in person, through the submission of documents, by phone, or online. Proceedings that cannot be conducted through the submission of documents, by phone, or online, will take place in the State and County of New York, provided, however, that if circumstances prevent you from traveling to New York, JAMS may hold an in-person hearing in User’s hometown area.

User and Perfectly agree to submit to the exclusive jurisdiction of the State and Federal Courts situated in the State and County of New York in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The arbitrator may award damages to User individually as a court could, including, but not limited to, declaratory or injunctive relief, but only to the extent required to satisfy User’s individual claim.

In accordance with the JAMS Rules, the Party initiating the arbitration (either User or Perfectly) is responsible for paying the filing fee. However, if the arbitrator issues User an award of damages and: **(a)** that award is greater than the amount of Perfectly’s last written settlement offer; or **(b)** if Perfectly did not

make a settlement offer, then in addition to paying for any JAMS Case Management Fees and all professional fees for the arbitrator's services, Perfectly will reimburse User for the filing fees incurred.

Except as provided above with respect to jurisdiction in the State and County of New York, nothing in this arbitration provision shall be construed as consent by Perfectly to the jurisdiction of any other court with regard to disputes, claims, or controversies unrelated to the Services or this Agreement.

PERFECTLY IMPERFECT LLC

2024