

# Terms of Use

Last Updated: [12.17.2020]

Please review these Terms of Use (“Terms”) before using this website or accessing any data on it. If you do not agree to these Terms without limitation or exclusion, you should exit this website. These Terms are effective immediately for new users, and from the Last Updated date for existing users.

## Introduction

We at LGDeal LLC (“LGDeal” or “we”) welcome you to use the LGDeal website and marketplace platform (collectively, “Service”). The Service is a platform for manufacturers, sellers and purchasers of goods and items made of lab-grown diamonds.

These Terms set forth the legally binding terms and conditions which are applicable to your use of the Service. Please be reminded that the Terms constitute an agreement between you and us and define the rights and responsibilities that you have with respect to the Service. Therefore, we encourage you to carefully familiarize yourself with the Terms. By registering on the Service, clicking “I accept” or a similar button, or by installing, accessing or using the Service (including any software or application forming part of the Service), you confirm that you have read and understood the Terms and any other documents referred to in them, including our [Privacy Policy](#), and that you agree to be bound by the Terms. You represent that you have the right, authority, and capacity to accept these Terms and to abide by them, and that you have fully read and understood the Terms without any impairment in judgment resulting from (but not limited to) mental illness, intoxication, medication, or any other health or other problem that could impair judgment. Your use of the Service constitutes your acceptance of the Terms. Consequently, if you do not accept or understand the Terms, please do not use, install, access, or register with the Service.

## Eligibility

These Terms govern the use of the Service. By using the Service, you accept these Terms. You must be at least eighteen (18) years of age to use the Service. Moreover, you represent and warrant that you will use the Service in compliance with all applicable laws and regulations. Use of the Service is unauthorized in any jurisdiction where the Service or any part of it may violate any laws or regulations. You agree not to access or use the Service in such jurisdictions.

## Changes to These Terms

From time to time, we may modify or amend the Terms. If we do so, we will post such modifications or changes in the Service. If you continue to use the Service following such a posting, you accept all such changes and modifications.

## Definitions

“Product” means a product that a Supplier offers for sale and about which the Supplier posts information on the Service.

“Supplier” means a user of the Service that posts information about Products it offers for sale.

“Customer” means a user of the Service that may buy Products about which information is posted on the Service.

## **General Limitations**

You acknowledge and agree that:

- (a) LGDeal provides an informational platform that enables Customers to find and order Products directly from Suppliers. LGDeal does not manufacture, store, or inspect any of the Products posted on and sold through the Service. The Products presented in the Service are produced, listed, and sold directly by Suppliers, which act independently of LGDeal. LGDeal does not make any warranties about the quality, safety, or legality of Products.
- (b) LGDeal does not investigate, monitor, or check for accuracy, appropriateness, or completeness of the information about Products posted by Suppliers. LGDeal does not warrant that the information about Products is accurate, complete, reliable, current, or error-free. However, LGDeal retains the right to moderate information about the Products provided by the Suppliers before the placement of such Products on the platform.
- (c) LGDeal does not process payments for Products. All transactions for the purchase of Products are handled directly between Suppliers and Customers.
- (d) LGDeal does not store, ship, or handle returns for any Products available on the Service.
- (e) LGDeal is not responsible or liable for any loss or damage of any sort incurred as a result of any deals executed through the Service, including any loss or damage caused by Products or incurred in connection with the use of Products.
- (f) LGDeal provides memo and memo supplement templates through the Service, which you may use and modify as you see fit. These templates are provided for informational purposes only, and LGDeal will not be liable for any damages resulting from your use of the templates. LGDeal does not enforce deal terms reached by Suppliers and Customers and is not liable for any breach of the agreed-upon deal terms by either a Supplier or Customer.

## **Operation of the Service**

### **1. General Terms**

The Service provides a platform on which Suppliers may post information about Products, and Customers may contact Suppliers to inquire about and buy the Products. The Service provides a catalog feature on which Products may be viewed, compared, and saved for future viewing.

When registering on the Service, Customers enter their shipping address, which Suppliers use to ship Products that Customers have bought from them.

You agree to promptly mark every stage of the deal on the Service (e.g. “Product Delivered,” “Payment Received”) at the time of its completion. If you have not marked a deal stage, you represent that it is because it has not yet taken place.

You may add account users on the Service who will have access to your account and be able to use the Service via your account. If you do so, you represent that any account manager you have added has read, understood, and agreed to comply with these Terms.

## 2. Regular Customers

When a Customer wishes to buy a Product, the Customer may initiate the purchase process, which consists of the following stages:

- (a) **Deal Request.** The Customer selects the desired Product, confirms the delivery address, and submits the request. Upon receiving the request, the Supplier must either accept or reject the deal. If the Supplier accepts the deal, it must verify that the specifications of the Product as posted in the catalog are true and correct. The Supplier selects the terms on which it is prepared to sell the Product to the Customer, including price, invoice validity period, any required prepayment, party responsible for payment of taxes and bank fees, returns policy, refunds period, and reply timer. After the Supplier confirms that all the Product specifications are correct, the Supplier confirms the deal. If the Supplier has changed any Product specifications, the Customer is able to see what changes were made. While the request is pending, the Customer has the option to cancel the request.
- (b) **Deal Negotiation.** The Customer is able to view the deal terms set by the Supplier, and the parties may discuss the terms using the built-in chat function. The Supplier may either mark the offer as final or modify the deal terms and make a new offer to the Customer. The Customer may either confirm the new terms or select the initial terms to continue the negotiation.
- (c) **Deal Payment & Delivery.** When the Supplier and Customer have agreed on the deal terms, an invoice is generated, which the Supplier may download, sign, and upload to the Service. The Customer then must pay the invoice within the agreed-upon period. Upon receiving the payment, the Supplier marks the payment as received in the Service. At that point, the Supplier ships the Product to the Customer and enters the shipment information in the Service, including shipment method and tracking number. When the Customer receives the Product, the Customer confirms delivery in the Service.

## 3. Frequent and High-Volume Customers (Memo Terms)

Frequent and high-volume Customers of a given Supplier may request a memo from the Supplier, using which the parties can negotiate terms that will apply to their current deal and any future deals. The Supplier uploads and signs the memo, at which point the Customer must also sign the memo, which then applies to the parties' deal. If the parties have a preexisting memo, they can upload it to the Service and apply it to their deal upon entering the key terms of the preexisting memo in the Service. Parties entering into a deal under a memo need to only agree on the price and memo validity period.

Once a Product is bought under memo terms, the Supplier creates a shipment for the ordered Product, and the Customer confirms delivery upon receipt of the Product. The Supplier sees the stock of Products the Customer has received from the Supplier and the time limit left on each Product in the Customer's stock. At the end of the time limit for a given Product, the Supplier may request payment for that Product from the Customer. Conversely, the Customer may either

request an invoice for a Product it wishes to buy, or a return for a Product it wishes to return to the Supplier. If the Customer does not return the Product within the prescribed period, the Supplier may request payment for that Product.

#### **4. Terms for Suppliers**

Suppliers upload their stock of Products through the Back Office function of the Service, where they enter the required specifications for each Product. As a Supplier, you represent that the specifications of and information about the Products that you enter is true and accurate, as may be verified by independent examination.

The submitted information undergoes moderation through the Service, as a result of which we may, in our discretion, decline to list a Product on the Service. The Products that pass moderation appear in the Supplier's stock.

#### **User Content**

You acknowledge and agree that you are solely responsible for any content and information that you make available on the Service or in connection with the use of the Service ("User Content"), regardless of the manner in which you make it available.

You acknowledge and agree that you are solely responsible for all activity that occurs under your account in the Service (even if such activity is the result of someone else's use of your account), and that you have all rights necessary to upload User Content uploaded to the Service through your account or in connection with the use of the Service through your account. You further acknowledge and agree that User Content and your other activities in connection with the Service do not, and will not, violate, infringe, or misappropriate any third party's intellectual property right, right of privacy or publicity, or other personal or proprietary right, nor does User Content contain any matter that is defamatory, obscene, unlawful, threatening, abusive, tortious, offensive or harassing.

By posting User Content to any part of the Service, you automatically grant, and you represent and warrant that you have the right to grant, to us an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such User Content for any purpose on or in connection with the Service or its promotion, to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses for these uses. You may remove your User Content from the Service at any time.

We will not, under any circumstances, be liable in any way for any content, including, but not limited to, any errors or omissions in any material or content, or any loss or damage of any kind that you incur as a result of your use of, or your acting in reliance on, any material or content posted, emailed, transmitted, or otherwise made available in the Service or in connection with the use of the Service.

We may, but have no obligation to:

- (a) monitor or moderate any material or content posted in the Service;
- (b) remove any material or content from the Service; or

(c) restrict access to any part of the Service at any time in our sole discretion and without advance notice.

## **Intellectual Property & License Terms**

These Terms confer only the right to use the Service while these Terms and the specified licenses are in effect, and they do not convey any rights of ownership in or to the Service. All rights, title, and interest, including any copyright, patent, trade secret, or other intellectual property rights in the Service (“Our Content”) will remain our sole property.

The copy of the Service is licensed, not sold, to you. You agree that we and our licensors own all rights, title, and interest in and to the Service, including all intellectual property rights in it, and that we retain ownership of all copies of the Service even after installation on your device. You agree not to delete or in any manner alter the copyright, trademark, or other proprietary rights notices or markings that may appear in the Service.

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, revocable, non-assignable, and non-sublicensable license to download and install a copy of the Service onto any authorized device you own and control, and to use such copy of the Service solely for your personal, non-commercial use. We reserve all rights in the Service not expressly granted to you in these Terms.

Except as expressly specified in these Terms, you may not: (a) copy, modify, or create derivative works of the Service, including adaptations or modifications to the Service; (b) sell, rent, lease, distribute, transfer, sublicense, lend, or otherwise assign any rights to the Service to any third party; (c) make the Service available to multiple users by any means, including by uploading the Service to a file-sharing service or other type of hosting service or by otherwise making the Service available over a network where it could be used by multiple devices at the same time; (d) disassemble, decompile, reverse-engineer, or attempt to derive the source code of the Service or permit a third party to do so, except to the extent such activities are expressly permitted by law. You agree to comply with any technical restrictions in the Service that allow you to use the Service only in certain ways.

We are not obliged to maintain or support the Service, to provide any specific content through the Service, or to provide you with updates, upgrades, or services related to the Service. You acknowledge that we may in our sole discretion issue updates or upgrades to the Service, disable access to the Service for any period of time or permanently, and automatically update or upgrade the version of the Service that you are using on your device. You consent to such automatic updating or upgrading on your device, and agree that these Terms will apply to all such updates or upgrades, unless such upgrade is accompanied by a separate license, in which case the terms of that license will govern. You acknowledge and agree that we shall have no liability to you arising out of any unavailability of the Service.

The license to the Service granted under these Terms remains in effect until terminated by you or us. You may terminate the license at any time by deleting your account on the Service. Without prejudice to any other terms set forth in these Terms, the license will automatically terminate without notice from us if you in any way breach any provision of these Terms. Upon termination in accordance with these Terms for any reason, you must cease all use of the Service. Your

termination of the license for any reason will not release you from any liability or obligations set forth in these Terms which (a) have expressly been stated as surviving any such termination or expiration, or (b) remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration.

## **Copyright Infringement**

We respect the intellectual property rights of others. We will respond expeditiously to claims of copyright infringement using guidelines and procedures set forth in Section 512 of the Digital Millennium Copyright Act of 1998 (“DMCA”). If you see any material in the Service that in your good faith belief may infringe someone’s copyright, you may notify us by emailing us at [info@lgdeal.com](mailto:info@lgdeal.com) with “Copyright” in the subject line. In order for it to be effective, your notice, also known as a takedown notice, must include the following information:

- (a) The identity of the original copyrighted work that you claim is infringed or – if your notice covers multiple copyrighted works – you may provide a representative list of the copyrighted works that you claim have been infringed;
- (b) A sufficiently detailed description of the content on the Service that you claim infringes the copyrighted work;
- (c) Your contact information, including your full name, mailing address, telephone number, and email address, if available;
- (d) A statement that you believe in good faith that the use of the allegedly infringing content on the Service is not authorized by the copyright owner, its agent, or the law;
- (e) This statement: “I swear, under penalty of perjury, that the information in this notification and complaint is accurate and that I am the copyright owner, or am authorized to act on behalf of the copyright owner, of an exclusive right that is infringed”; and
- (f) A physical or electronic signature of the copyright holder or a person authorized to act on his or her behalf.

Moreover, if you believe your work was erroneously removed due to an incorrect claim of copyright ownership, you may provide us a written counter-notice. When we receive your counter-notice, we may, in our discretion, reinstate the material in question in not fewer than 10 nor more than 14 days after we receive the counter-notice, unless we first receive notice from the original complaining party who filed the infringement notice that it has filed a legal action to restrain the allegedly infringing activity. To provide a counter-notice to us, you may email us at [info@lgdeal.com](mailto:info@lgdeal.com). Please note that if you provide a counter-notice, in accordance with the terms of the DMCA, the counter-notice will be given to the original complaining party that filed the infringement notice. To be effective, a counter-notice must contain substantially all of the following information:

- (a) Identification of the material that has been removed or to which access has been disabled in the Service and the location at which the material appeared before it was removed or

access to it was disabled;

(b) Your name, address, telephone number and, if available, email address;

(c) Include both of the following statements in the body of the Notice:

“I hereby state under penalty of perjury that I have a good-faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.”

“I hereby state that I consent to the jurisdiction of the Federal District Court for the judicial district in which my address is located or, if my address is outside of the United States, for any judicial district in which LGDeal may be found, and I will accept service of process from the complaining party who notified LGDeal of the alleged infringement or an agent of such person.”

(d) Provide your full legal name and your electronic or physical signature.

### **Prohibited Activities**

The list below contains examples of behaviors that are prohibited in the Service:

(a) Impersonating another person or entity;

(b) Accessing or using the Service in an unlawful way or for any unlawful purpose;

(c) Transmission of any data, materials, content or information which is libelous, defamatory, obscene, fraudulent, false, or contrary to the ownership or intellectual property rights of any other person, or otherwise unlawful;

(d) Transmission of viruses, malware, or other malicious code in the Service;

(e) Modification, reverse-engineering, or other manipulation of the Service; and

(f) Interfering with, or disrupting, the Service.

In order to ensure the integrity of the Service, we reserve the right at any time in our sole discretion to block users with certain unique device identifiers from accessing the Service.

### **Privacy & Security**

Your privacy and the protection of personal data about you are very important to us. For a detailed description of how we collect and use personal data about you, please see our [Privacy Policy](#) and familiarize yourself with the choices you can make about the way in which we collect and use personal data about you.

In addition to what is stated in the Privacy Policy, you agree not to:

- (a) Engage in unauthorized collection of users' content or information or otherwise access the Service by automated means (including using so-called bots or scrapers) without an authorization from us;
- (b) Reveal any personal data related to another individual, including a person's address, phone number, email address, credit card number or any information that may otherwise be used to track, contact, or impersonate another individual; or
- (c) Provide any false personal data to us or create any user account for anyone other than yourself without such person's permission.

Moreover, by using the Service, you consent and agree to the collection and use of certain information about you and your use of the Service in accordance with our Privacy Policy and applicable laws and regulations related to personal data.

Please be reminded that you must protect any passwords or other credentials associated with your account for the Service and take full responsibility for any use of the account under your password.

### **The Service is Available “AS-IS”**

Your access to and use of the Service is at your own risk. You understand and agree that the Service is provided to you on an “AS IS” and “AS AVAILABLE” basis. Without limiting the foregoing, OUR AFFILIATES AND WE DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. We make no warranty and disclaim all responsibility and liability for the completeness, accuracy, availability, timeliness, security or reliability of the Service or any content in the Service. We will not be responsible or liable for any harm to your computer system, loss of data, or other harm that results from your access to or use of the Service. Moreover, you agree that we do not have responsibility or liability for the deletion of, or the failure to store or to transmit, any material or content and other communications maintained in the Service. We make no warranty that the Service will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the Service or our representatives, will create any warranty not expressly made in these Terms.

### **Links to Third-Party Websites**

The Service may contain links to websites owned or operated by third parties. Such links are provided for informational purposes only. We are not responsible for any such third-party websites and do not have control over any materials or content made available therein. Our inclusion of a link to a third-party website in the Service does not in any way imply our endorsement, advertising, or promotion of such websites or any materials or content made available there. By accessing a third-party website, you accept that we do not exercise any control over such websites or their content. We have no responsibility for the content of any third-party website. We encourage you to familiarize yourself with the terms of service applicable to any third-party website you may access.



## **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, LOSS OF ANTICIPATED SAVINGS; ACCRUED BUT WASTED EXPENDITURE; COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF GOODWILL; OR OTHER INTANGIBLE LOSSES RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE APPLICATION; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE APPLICATION, INCLUDING ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE APPLICATION; AND (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF ANY MATERIAL OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE. IN SOME JURISDICTIONS THE APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, OUR LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. IN ALL CASES OUR MAXIMUM LIABILITY IS LIMITED TO ANY FEES PAID BY YOU TO US.

## **Indemnity**

You agree to indemnify and hold us harmless from any claim or demand, including attorney's fees, made by any third party due to or arising out of your breach of these Terms, or your violation of any law or the rights of a third party. Nothing in these Terms shall be deemed to exclude or limit your liability in respect of any indemnity given by you under these Terms.

## **Waiver and Severability**

Our failure to exercise any rights under these Terms shall not constitute or be deemed a waiver or forfeiture of such rights or a waiver or forfeiture of such rights in the future. In the event that any provision of these Terms is held to be invalid or unenforceable by a court or tribunal of competent jurisdiction for any reason, the remaining provisions of these Terms will remain in full force and effect.

## **Governing Law and Resolution of Disputes**

BY USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS PROVISION CAREFULLY AND UNDERSTAND THAT IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US.

(a) In this Arbitration Section:

- (i) “You” and “your” mean the individual or legal entity entering into these Terms, as well as any person claiming through such individual;
  - (ii) “We” and “us” means LGDeal LLC, its affiliates, and each of their respective parents, subsidiaries, affiliates, predecessors, successors, and assigns, as well as the officers, directors, and employees of each of them;
  - (iii) “Claim” means any dispute, claim, or controversy (whether based on contract, tort, intentional tort, constitution, statute, ordinance, common law, or equity, whether pre-existing, present, or future, and whether seeking monetary, injunctive, declaratory, or any other relief) arising from or relating to these Terms or the relationship between us and you (including claims arising prior to or after the date of the Terms, and claims that are currently the subject of purported class action litigation in which you are not a member of a certified class), and includes claims that are brought as counterclaims, crossclaims, third party claims or otherwise, as well as disputes about the validity or enforceability of these Terms or the validity or enforceability of this Arbitration Section.
- (b) Any Claim will be resolved by binding arbitration administered by the American Arbitration Association or JAMS, under the applicable arbitration rules of the administrator in effect at the time a Claim is filed (“Rules”). Any arbitration under these Terms will take place on an individual basis; class arbitrations and class actions are not permitted. You can obtain the Rules and other information about initiating arbitration by contacting the American Arbitration Association at 1633 Broadway, 10th Floor, New York, NY 10019, [www.adr.org](http://www.adr.org). The address for serving any arbitration demand or claim on us is LGDeal LLC, 228 Park Ave S #86971 New York, New York 10003-1502, Attention: Legal.
- (c) Claims will be arbitrated by a single, neutral arbitrator, who will be a retired judge or a lawyer with at least ten years’ experience.
- (d) Any in-person arbitration hearing will be held in the city with the federal district court closest to your residence, or in such other location as you and we may mutually agree. The arbitrator will apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and, if requested by either party, provide written reasoned findings of fact and conclusions of law. The arbitrator will have the power to award any relief authorized under applicable law. Any appropriate court may enter judgment upon the arbitrator’s award. The arbitrator’s decision will be final and binding except that: (1) any party may exercise any appeal right under the FAA; and (2) any party may appeal any award relating to a claim for more than \$100,000 to a three-arbitrator panel appointed by the administrator, which will reconsider de novo any aspect of the appealed award. The panel’s decision will be final and binding, except for any appeal right under the FAA.
- (e) YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS

**MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

Further, unless both you and we agree otherwise in writing, the arbitrator may not consolidate more than one person's claims. The arbitrator will have no power to arbitrate any Claims on a class action basis or Claims brought in a purported representative capacity on behalf of the general public, other borrowers, or other persons similarly situated. The validity and effect of this paragraph (e) will be determined exclusively by a court, and not by the administrator or any arbitrator.

- (f) If any portion of this Arbitration Section is deemed invalid or unenforceable for any reason, it will not invalidate the remaining portions of this section. The terms of this Arbitration Section will prevail if there is any conflict between the Rules and this section.
- (g) YOU AND WE AGREE THAT, BY ENTERING INTO THESE TERMS, THE PARTIES ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOU AND WE ACKNOWLEDGE THAT ARBITRATION WILL LIMIT OUR LEGAL RIGHTS, INCLUDING THE RIGHT TO PARTICIPATE IN A CLASS ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO CONDUCT FULL DISCOVERY, AND THE RIGHT TO APPEAL (EXCEPT AS PERMITTED IN PARAGRAPH (d) OR UNDER THE FEDERAL ARBITRATION ACT).
- (h) You and we acknowledge and agree that the arbitration agreement set forth in this Arbitration Section is made pursuant to a transaction involving interstate commerce, and thus the Federal Arbitration Act will govern the interpretation and enforcement of this Arbitration Section. This Arbitration Section will survive the termination of these Terms.
- (i) In the event that a dispute does not proceed to arbitration, these Terms and all other aspects of your use of the Service will be governed by and construed in accordance with the laws of the United States and, to the extent applicable, to the laws of the State of New York, without regard to its conflict-of-laws principles. You agree that you will notify us in writing of any claim or dispute concerning or relating to the Service and the information or services provided through it, and give us a reasonable period of time to address it before bringing any legal action, either individually, as a class member or representative, or as a private attorney general, against us.

## **Contact**

The Service is operated and provided by LGDeal. If you have any questions about these Terms, please contact us at [info@lgdeal.com](mailto:info@lgdeal.com) or by mailing us at LGDeal LLC, 228 Park Ave S #86971 New York, New York 10003-1502.

## **Term and Termination**

We reserve the right to discontinue offering the Service or to modify the Service at any time in our sole discretion and without notice. Notwithstanding anything contained in these Terms to the contrary, we may also, in our sole discretion, terminate or suspend your access to the Service at any time. Following termination, all such terms that by their nature may survive termination of

these Terms shall be deemed to survive such termination.