

## BumbleBee Kids Terms of Use

### Overview:

Welcome to the BumbleBee Kids Video Streaming and App Service ("BumbleBee Kids"). The BumbleBee Kids Video Streaming and App Service is owned or licensed and operated and distributed by Rhetor, Ilc.. Dba BumbleBee Kids.

We are a subscription service that provides our members and their children with access to audio-visual entertainment and interactive Apps and content ("BumbleBee Kids content") streamed over the Internet to certain Internet-connected TV's, computers, laptops, tablets, smartphones and other devices ("BumbleBee Kids ready devices").

You have accepted these **Terms of Use**, which govern your use of our service. As used in these Terms of Use, "BumbleBee Kids service," "our service" or "the service" means the service provided by Rhetor, Ilc doing business as BumbleBee Kids for discovering and utilizing BumbleBee Kids content, including all video content, apps, features and functionalities, website, and user interfaces, as well as all content and software associated with our service. You also agree to insure that your child or children will comply with these Terms.

By accepting these Terms of Use, you agree to the Arbitration Agreement and class action waiver described in Section 13 to resolve any disputes with Rhetor, Ilc. (except for matters that may be taken to small claims court). Please note that these Terms of Use include hyperlinks that may be accessed only through our website, so, if you are reviewing these Terms of Use through certain BumbleBee Kids ready devices, you may need to visit [BumbleBeeKids.com/Legal](https://BumbleBeeKids.com/Legal) to review these hyperlinked terms.

#### 1. Acceptance of Terms of Use

- a. These Terms of Use, which include our Privacy Statement ([BumbleBeeKids.com/legal](https://BumbleBeeKids.com/legal)) govern your use of the BumbleBee Kids service. By using, visiting, or browsing the BumbleBee Kids service, you accept and agree to these Terms of Use. You also agree to insure that your child or children will comply with these Terms. If you do not agree to these Terms of Use, do not use the BumbleBee Kids service.
- b. The BumbleBee Kids service is provided by Rhetor, Ilc., or one of its affiliated companies. Visit [BumbleBeeKids.com/legal](https://BumbleBeeKids.com/legal) to see how these entities are working together to provide the BumbleBee Kids service to you. Check back as these service provider(s) may change from time to time.

#### 2. Changes to The Terms of Use. Rhetor, Ilc. may, from time to time, change these Terms of Use, including our Privacy Statement. Such revisions shall be effective immediately upon posting to our website; provided however, for existing members, such revisions shall, unless otherwise stated, be effective 30 days after posting. We endeavor to post prior versions of the Terms of Use, if any, for the preceding 12-month period. You can see these prior versions by visiting our website ([BumbleBeeKids.com/legal](https://BumbleBeeKids.com/legal)).

#### 3. Privacy. Personally identifying information is subject to our Privacy Statement, the terms of which are incorporated herein. Please review our [Privacy Statement](#) to understand our

practices.

4. Communication Preferences. By using the BumbleBee Kids service, you consent to receiving electronic communications from Rhetor, llc. relating to your account. These communications may involve sending emails to your email address provided during registration, or posting communications on the BumbleBee Kids service, or in the "My Account" page and will include notices about your account (e.g., payment authorizations, change in password or Payment Method, confirmation emails and other transactional information) and are part of your relationship with Rhetor, llc. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. If you wish, you may maintain copies of electronic communications by printing a paper copy or saving an electronic copy. You also consent to receiving certain other communications from us, such as newsletters about new BumbleBee Kids features and content, special offers, promotional announcements and customer surveys via email or other methods. If you no longer want to receive certain non-transactional communications, simply select unsubscribe at the bottom of such emails.. Please review our [Privacy Statement](#) for further detail on our marketing communications.
5. Membership, Free Trials, Billing and Cancellation
  - a. Membership
    - i. Ongoing Membership. Your BumbleBee Kids membership, which may start with a free trial, will continue month-to-month and automatically renew unless and until you cancel your membership or we terminate it. You must have Internet access and provide us with a current, valid, accepted method of payment (as such may be updated from time to time, "Payment Method") to use the BumbleBee Kids service. We will bill the monthly membership fee to your Payment Method. **You must cancel your membership before it renews each month in order to avoid billing of the next month's membership fees to your Payment Method.**
    - ii. Differing Memberships. We may offer a number of membership plans, including special promotional plans or memberships with differing conditions and limitations. Any materially different terms from those described in these Terms of Use will be disclosed at your sign-up or in other communications made available to you. You can find specific details regarding your membership with Rhetor, llc. (dba. BumbleBee Kids) by visiting our website at [BumblebeeKids.com](http://BumblebeeKids.com) and clicking on the "My Account" link. We reserve the right to modify, terminate or otherwise amend our offered membership plans.
  - b. Free Trials
    - i. Your BumbleBee Kids membership may start with a free trial. If you are offered a free trial, the free trial period of your membership usually lasts for seven days, or as otherwise specified during sign-up. For combinations with other offers, restrictions may apply. Free trials are occasionally offered for new and certain former members only. Rhetor, llc. reserves the right, in its absolute discretion, to determine your free trial eligibility.
    - ii. We will begin billing your Payment Method for monthly membership fees at the end of the free trial period of your membership and your membership will automatically renew monthly unless you cancel prior to the end of the free trial period. To view the specific details of your membership, including monthly membership price and end date of your free trial period, visit our website and

click the "My Account" link. We may authorize your Payment Method through various methods, including authorizing it up to approximately one month of service as soon as you register. In some instances, your available balance or credit limit may be reduced to reflect the authorization during your free trial period.

- iii. CLICK THE "MY ACCOUNT" LINK AT THE TOP OF ANY BumbleBee Kids WEB PAGE ([BumbleBeeKids.com](https://BumbleBeeKids.com)) TO CANCEL YOUR SUBSCRIPTION. We will continue to bill your Payment Method on a monthly basis for your membership fee until you cancel.

c. Billing

- i. **Recurring Billing.** By starting your BumbleBee Kids membership and providing or designating a Payment Method, you authorize us to charge you a monthly membership fee at the then current rate, and any other charges you may incur in connection with your use of the BumbleBee Kids service, such as taxes or possible transaction fees, to your Payment Method. You acknowledge that the amount billed each month may vary from month to month for reasons that may include differing amounts due to promotional offers, including gift card redemption and promotional code redemption, and/or changing or adding a plan, and you authorize us to charge your Payment Method for such varying amounts, which may be billed monthly in one or more charges.
- ii. **Price Changes.** We reserve the right to adjust pricing for our service or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms of Use, any price changes to your service will take effect following email notice to you.
- iii. **Billing Cycle.** The membership fee for our service will be billed at the beginning of the paying portion of your membership and each month thereafter unless and until you cancel your membership. We automatically bill your Payment Method each month on the calendar day corresponding to the commencement of your paying membership. Membership fees are fully earned upon payment. We reserve the right to change the timing of our billing, in particular, as indicated below, if your Payment Method has not successfully settled. In the event your paying membership began on a day not contained in a given month, we may bill your Payment Method on a day in the applicable month or such other day as we deem appropriate. For example, if you started your BumbleBee Kids membership or became a paying member on January 31st, your next payment date will likely be February 28th, and your Payment Method would then be billed on that date. Your renewal date may change due to changes in your Membership. Visit our website and visit the "My Account" page to see the end date for your current billing period. This is the commencement date for your next renewal period. We may authorize your Payment Method in anticipation of membership or service-related charges. As used in these Terms of Use, "billing" shall indicate a charge, debit or other payment clearance, as applicable, against your Payment Method. Unless otherwise stated differently, month or monthly refers to your billing cycle.
- iv. **No Refunds.** PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS. Following any cancellation, however, you will continue to have access to the service through the end of your current billing period. At any time, and for any reason, we may

provide a refund, discount, or other consideration to some or all of our members ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.

- v. **Payment Methods.** You may edit your Payment Method information by visiting our website and clicking on the "My Account" link, available at the top of the pages of the BumbleBee Kids website. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates. We may update your Payment Method with information provided by the applicable payment service provider, and you authorize us to continue to charge the membership fee to the updated Payment Method. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or other charges. Check with your Payment Method service provider for details.
- vi. **Cancellation.** You may cancel your BumbleBee Kids membership at any time, and you will continue to have access to the BumbleBee Kids service through the end of your monthly billing period. WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL-MONTH MEMBERSHIP PERIODS OR UNUSED OR UNWATCHED BumbleBee Kids CONTENT. To cancel, go to the "My Account" page on our website and select "Cancel". If you cancel your membership, your account will automatically close at the end of your current billing period. If you signed up for BumbleBee Kids using your account with a third party as a Payment Method, and wish to cancel your BumbleBee Kids membership at any time, including during your free trial, you may need to do so through such third party, including by visiting your account with the applicable third party and turning off auto-renew, or unsubscribing from, the BumbleBee Kids service through that third party. You may also find billing information about your BumbleBee Kids membership by visiting your account with the applicable third party.

## 6. BumbleBee Kids Service

- a. You must be 18 years of age, or the age of majority in your province, territory or country, to become a member of the BumbleBee Kids service. Individuals under the age of 18, or applicable age of majority, may utilize the service only with the involvement of a parent or legal guardian, under such person's account and otherwise subject to these Terms of Use.
- b. The BumbleBee Kids service and any content viewed through our service are for your personal and non-commercial use only. During your BumbleBee Kids membership, we grant you a limited, non-exclusive, non-transferable, license to access the BumbleBee Kids service and view and use the BumbleBee Kids content through the service. Except for the foregoing limited license, no right, title or interest shall be transferred to you. You agree not to use the service for public performances.
- c. You may view BumbleBee Kids content through the BumbleBee Kids service primarily within the country in which you have established your account and only in

- geographic locations where we offer our service and have licensed such BumbleBee Kids content. The content that may be available to watch may vary by geographic location. BumbleBee Kids may use technologies to verify your geographic location. THE NUMBER OF DEVICES ON WHICH YOU MAY SIMULTANEOUSLY WATCH OR REMAIN LOGGED IN IS LIMITED TO 3.
- d. We continually update the BumbleBee Kids service, including the content library. In addition, we continually test various aspects of our service, including our website, user interfaces, service levels, plans, promotional features, availability of BumbleBee Kids content, delivery and pricing. We reserve the right to, and by using our service you agree that we may, include you in or exclude you from these tests without notice. We reserve the right in our sole and absolute discretion to make changes from time to time and without notice in how we offer and operate our service.
  - e. Some BumbleBee Kids content may be available for temporary download and offline viewing on certain supported devices (“Offline Viewing”). Limitations apply, including restrictions on the number of Offline Titles per account, the maximum number of devices that can contain Offline Titles, the time period within which you will need to begin viewing Offline Titles and how long the Offline Titles will remain accessible.
  - f. You agree to use the BumbleBee Kids service, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, or other restrictions on use of the service or content therein. Except as explicitly authorized in these Terms of Use, you agree not to archive, download (other than through caching necessary for personal use), reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use content and information contained on or obtained from or through the BumbleBee Kids service without express written permission from Rhetor, llc. and its licensors. You also agree not to: circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the BumbleBee Kids service; use any robot, spider, scraper or other automated means to access the BumbleBee Kids service; decompile, reverse engineer or disassemble any software or other products or processes accessible through the BumbleBee Kids service; insert any code or product or manipulate the content of the BumbleBee Kids service in any way; or, use any data mining, data gathering or extraction method. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the BumbleBee Kids service, including any software viruses or any other computer code, files or programs.
  - g. The availability of BumbleBee Kids content to watch will change from time to time, and from country to country. The quality of the display of the BumbleBee Kids content may vary from device to device, and may be affected by a variety of factors, such as your location, the bandwidth available through and / or the speed of your Internet connection. Not all content is available in all formats,. Default playback settings on cellular networks exclude HD, Ultra HD and HDR content. The minimum connection speed for SD quality is 0.5 Mbps; however, we recommend a faster connection for improved video quality. A download speed of at least 5.0 Mbps per stream is recommended to receive HD content (defined as a resolution of 720p or higher). A download speed of at least 25.0 Mbps per stream is recommended to receive Ultra HD (defined as a resolution of 1080p or higher) and HDR content. You are responsible for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges. Rhetor, llc. makes no representations or warranties about the quality of your watching experience on your

display. The time it takes to begin watching BumbleBee Kids content show will vary based on a number of factors, including your location, available bandwidth at the time, the BumbleBee Kids content you have selected and the configuration of your BumbleBee Kids ready device.

- h. BumbleBee Kids Apps are developed by, or for, Rhetor, Inc. and are designed to enable streaming and viewing of content from the BumbleBee Kids Service through BumbleBee Kids ready devices. By using our service, you agree to look solely to the entity that manufactured and/or sold you the device for any issues related to the device and its compatibility with the BumbleBee Kids service. If your BumbleBee Kids ready device is sold, lost or stolen, please deactivate the BumbleBee Kids ready device. If you fail to log out or deactivate your device, subsequent users may access the BumbleBee Kids service through your account and may be able to access certain of your account information. To deactivate your devices, follow instructions on the "My Account" page of our website ([BumbleBeeKids.com/MyAccount](http://BumbleBeeKids.com/MyAccount)).
- i. We may terminate or restrict your use of our service, without compensation or notice if you are, or if we suspect that you are (i) in violation of any of these Terms of Use or (ii) engaged in illegal, prohibited, or improper use of the service.
- j. Passwords and Account Access The member who created the BumbleBee Kids account and whose Payment Method is charged is referred to here as the Account Owner. The Account Owner has access and control over the BumbleBee Kids account. The Account Owner's control is exercised through use of the Account Owner's password and therefore to maintain exclusive control, the Account Owner should not reveal the password to anyone. In addition, if the Account Owner wishes to prohibit others from contacting BumbleBee Kids Customer Service and potentially altering the Account Owner's control, the Account Owner should not reveal the Payment Method details (e.g., last four digits of their credit or debit card, or their email address if they use PayPal) associated with their account. You are responsible for updating and maintaining the truth and accuracy of the information you provide to us relating to your account.
- k. In order to provide you with ease of access to your account and to help administer the BumbleBee Kids service, BumbleBee Kids implements technology that enables us to recognize you as the Account Owner and provide you with direct access to your account without requiring you to retype any password or other user identification when you revisit the BumbleBee Kids service, which includes accessing via BumbleBee Kids ready devices or website.
- l. You should be mindful of any communication requesting that you submit credit card or other account information. Providing your information in response to these types of communications can result in identity theft. Always access your sensitive account information by going directly to the BumbleBee Kids website and not through a hyperlink in an email or any other electronic communication, even if it looks official. Rhetor, Inc. reserves the right to place any account on hold anytime with or without notification to the member in order to protect itself and its partners from what it believes to be fraudulent activity. Rhetor, Inc. is not obligated to credit or discount a membership for holds placed on the account by either a representative of the BumbleBee Kids Service or by the automated processes of Rhetor, Inc..

## 7. Disclaimers of Warranties and Limitations on Liability

- a. THE BUMBLEBEE KIDS SERVICE AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH, OR ANY OTHER FEATURES OR FUNCTIONALITIES ASSOCIATED WITH

THE BUMBLEBEE KIDS SERVICE, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. RHETOR, LLC. DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE BUMBLEBEE KIDS SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. RHETOR, LLC. SPECIFICALLY DISCLAIMS LIABILITY FOR THE USE OF APPLICATIONS, BUMBLEBEE KIDS READY DEVICES, AND BUMBLEBEE KIDS SOFTWARE (INCLUDING THEIR CONTINUING COMPATIBILITY WITH OUR SERVICE).

- b. RHETOR, LLC. DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT THE CONTENT PROVIDED IS APPROPRIATE FOR YOUR CHILD. CONSULT WITH A DEVELOPMENTAL SPECIALIST IF YOU ARE CONCERNED ABOUT THE SUITABILITY OF THE VIDEO OR SOFTWARE CONTENT PROVIDED FOR YOUR CHILD. THE VIDEOS AND APPS ARE DESIGNED TO BE USED UNDER CLOSE PARENTAL SUPERVISION. SUPERVISE YOUR CHILD APPROPRIATELY WHILE USING OUR SERVICES AND AT ALL TIMES.
  - c. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, IN NO EVENT SHALL RHETOR, LLC., OR ITS SUBSIDIARIES OR ANY OF THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR LICENSORS BE LIABLE (JOINTLY OR SEVERALLY) TO YOU OR ANY USER YOU ALLOW ACCESS TO THE BUMBLEBEE KIDS SERVICE FOR PERSONAL INJURY OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER.
  - d. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.
  - e. NOTHING IN THESE TERMS OF USE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU. If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.
8. Gifts and Promotions. Gift cards for the BumbleBee Kids service may be available for purchase. These can only be redeemed on our website. Gift cards and promotional codes can only be used once, cannot be redeemed for cash, and may at times be combined with other offers, including available free trials, subject to certain restrictions as determined by Rhetor, llc. in its sole discretion. If you received a promotional code through an offer by a third party, additional conditions may apply.
9. Intellectual Property
- a. Copyright. The BumbleBee Kids service, including all content provided on the BumbleBee Kids service, is protected by copyright, trade secret or other intellectual property laws and treaties.
  - b. Trademarks. BumbleBee Kids is a trademark of EPI, Inc. licensed by Rhetor, llc.
  - c. Claims of Copyright Infringement. If you believe any work has been reproduced or distributed in a way that constitutes a copyright infringement or are aware of any infringing material available through the BumbleBee Kids service, please notify us.
  - d. Governing Law. Terms of Use shall be governed by and construed in accordance with the laws of the state of North Carolina, U.S.A. without regard to conflict of laws provisions. These terms will not limit any consumer protection rights that you may be

entitled to under the mandatory laws of your state of residence.

10. Applications. You may encounter third-party applications (including, without limitation, websites, widgets, software, or other software utilities) ("Application(s)") that interact with the BumbleBee Kids service. These Applications may import data related to your BumbleBee Kids account and activity and otherwise gather data from you. These Applications are provided solely as a convenience to you, and Rhetor, llc. is not responsible for such Applications. SUCH APPLICATIONS ARE OWNED OR OPERATED BY THIRD PARTIES THAT ARE NOT RELATED TO WITH OR SPONSORED BY RHETOR, LLC. AND MAY NOT BE AUTHORIZED FOR USE WITH OUR SERVICE IN ALL COUNTRIES. USE OF AN APPLICATION IS AT YOUR OWN OPTION AND RISK.
11. Use of Information Submitted. Rhetor, llc. is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to us ("Feedback"), including responses to questionnaires or through postings to the BumbleBee Kids service, including the BumbleBee Kids website and user interfaces, worldwide and in perpetuity without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the BumbleBee Kids service. In addition, you agree not to enforce any "moral rights" in and to the Feedback, to the extent permitted by applicable law. Please note Rhetor, llc. does not accept unsolicited materials or ideas for BumbleBee Kids content, and is not responsible for the similarity of any of its content or programming in any media to materials or ideas transmitted to the BumbleBee Kids Service. Should you send any unsolicited materials or ideas, you do so with the understanding that no additional consideration of any sort will be provided to you, and you are waiving any claim against Rhetor, llc. and its affiliates regarding the use of such materials and ideas, even if material or an idea is used that is substantially similar to the material or idea you suggested or sent.
12. Customer Support. To find more information about our service and its features, or if you need assistance with your account, please visit BumbleBee Kids Help Center ([BumbleBeeKids.com/help](https://BumbleBeeKids.com/help)). In certain instances, Customer Service may best be able to assist you by using a remote access support tool through which we have full access to your computer. If you do not want us to have this access, you should not consent to support through the remote access tool, and we will assist you through other means. In the event of any conflict between these Terms of Use and information provided by Customer Support or other portions of our website, these Terms of Use will control.
13. Arbitration Agreement
  - a. If you are a BumbleBee Kids member in the United States (including its possessions and territories), you and BumbleBee Kids agree that any dispute, claim or controversy arising out of or relating in any way to the BumbleBee Kids service, these Terms of Use and this Arbitration Agreement, shall be determined by binding arbitration or in small claims court. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Rhetor, llc. are each waiving the right



- to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and the termination of your BumbleBee Kids membership.
- b. If you elect to seek arbitration or file a small claim court action, you must first send to Rhetor, llc., by certified mail, a written Notice of your claim ("Notice"). The Notice to Rhetor, llc. must be addressed to: Legal Department, Rhetor, llc., PO Box 3087, Chapel Hill, NC 27515 ("Notice Address"). If Rhetor, llc. initiates arbitration, it will send a written Notice to the email address used for your membership account. A Notice, whether sent by you or by Rhetor, llc., must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Rhetor, llc. and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Rhetor, llc. may commence an arbitration proceeding or file a claim in small claims court.
  - c. You may download or copy a form Notice and a form to initiate arbitration at [www.adr.org](http://www.adr.org).
  - d. The arbitration will be governed by the Commercial Arbitration Rules (the "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement. Unless Rhetor, llc. and you agree otherwise, any arbitration hearings will take place in the Orange County, NC.
  - e. If your claim is for US \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision explaining the essential findings and conclusions on which the award is based. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.
  - f. YOU AND RHETOR, LLC. AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Rhetor, llc. agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.
14. Survival. If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.