

Terms of Service

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Introduction

READ THESE TERMS CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTIONS) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL BE PERMITTED TO PURSUE CLAIMS AGAINST MERIT LLC ONLY ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY ON AN INDIVIDUAL BASIS.

Merit™ LLC (“Merit”, “we”, “us” or “our”) provides the <https://www.meritscores.io> site (“Site”), the Merit Tokens (the “Tokens”) and all related services (together with the Site and the Tokens, the “Merit Services”) to you (“you” or “User”) subject to the following terms of service (“Terms”). The Merit Services are offered to you conditioned on your acceptance, without modification, of these Terms; if you do not agree to these Terms, you may not use any of the Merit Services. Your use of the Merit Services constitutes your agreement to all of these Terms. Please read these Terms carefully and if you have any questions about these Terms please contact us prior to using any of the Merit Services.

Merit Services will update, expand, and improve over time. We reserve the right, subject to applicable law, to make changes, modify, or add or remove portions of these Terms, our Privacy Policy and other incorporated terms and policies at any time, in our sole discretion. You should check these Terms frequently to see the then current Terms in effect and any changes that may have been made to them. If we make material changes to these Terms, we will post the revised Terms and the revised effective date on this Site. Your continued use of any of the Merit Services after the date of any such changes become effective constitutes your acceptance of the new Terms. No one at Merit is authorized to modify these Terms with you or otherwise enter into an agreement with you that conflicts with these Terms, except by means of a written agreement signed by an authorized agent of Merit or as described above in these Terms, and any other purported modifications or alterations or conflicting terms will be null and void.

User Qualifications to Use the Merit Site

You represent and warrant that you are at least eighteen (18) years of age, are legally entitled to use the internet and Merit Services (according to the laws of the United States and any relevant jurisdiction in which you reside), and have not had your right to use the Merit Service previously suspended or revoked by us.

Illegal and Prohibited Use

You represent and warrant that you will not use the Site or Services for any criminal, illegal, or otherwise prohibited use, including (but not limited to) activities related to money-laundering, drug trafficking, human trafficking, weapon trafficking, terrorism, securities fraud or tax evasion. You represent and warrant that you will not use our Site or Merit Services to assist any other party in any such illegal activity. You represent and warrant that you will not in any way use the Site or Merit Services to: distribute spam, junk communications or chain letters; reverse engineer or otherwise improperly access any of the Site’s or Merit Services underlying code or technical mechanisms; cause damage to the Site or Merit through any means, including (but not limited to) through the use of hacking, malware, viruses, illegitimate credentials, phishing, brute force attacks, SQL exploits, or any other method of detrimentally intercepting, interrupting, or damaging any information or functionality related to the Site or Merit Service. You also agree not to transfer access to your Account (as defined below) or any other rights granted to you by these Terms.

Your Account

If you register an account (“Account”) with Merit and use this Site, you are responsible for maintaining the confidentiality of your Account, including your password (“Account Credentials”). Your Merit Account is inherently unique to you and cannot be shared or combined with any other person or data. You are solely responsible for any and all activities that occur under your Account. You are responsible for restricting access to your computer or other electronic devices through which you use this Site, and you agree to accept responsibility for all activities that occur under your Account. You may not assign or

otherwise transfer your Account to any other person or entity. You acknowledge that Merit is not responsible for third party access to your Account that results from theft or misappropriation of your Account Credentials. We reserve the right, in our sole discretion, to refuse, cancel or suspend the Merit Service, terminate accounts, and/or to remove or edit certain services. Our decision to employ any of these rights is not exclusive and will not affect our rights to take other action(s) at any time. We may employ any of these rights in combination with one or more other rights and/or remedies available to us under these Terms, any other agreement we have with you, applicable law or in equity. You agree to (a) immediately notify us of any unauthorized use of your Account Credentials or any other breach of security, and (b) ensure that you exit from your Account at the end of each session when accessing the Merit Services. We will not be liable for any loss or damage arising from your failure to comply with the foregoing.

You agree that we have no responsibility or liability for the deletion, security of, or failure to store any data or other personal information maintained or uploaded by you to the Merit Service. You acknowledge that we reserve the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that we reserve the right to change these general practices and limits at any time, in our sole discretion, with or without notice.

Merit may request that you provide additional information such as proof of your identity, physical address and source of funds at any time to use Merit Services. If you refuse to provide such information or it is determined that you may not use Merit Services for any reason, you will be denied Merit Services. In such case, your purchase of Merit Tokens will be cancelled, and you will receive a refund in the same form of payments as was made by you and to the same wallet address, bank account, or a third-party payment processor where your funds were transferred from, less a transaction fee of US\$100. The scope of information requested by Merit from any User may vary.

License

Merit grants you a limited, nonexclusive, nontransferable license (“License”) to access and use our Site and Merit Services. This License is subject to these Terms. Any other use of the Merit Services not expressly permitted by these Terms is prohibited. All other rights are expressly reserved by Merit and our licensors, including right related to any code or functionality as presented on the Site or within the Merit Services. You will not redistribute, claim ownership, license, deconstruct, reverse engineer, alter, incorporate into any other works or websites, or otherwise exploit any Merit code or functionality without prior express written consent of Merit.

Third Party Services and Data

This Site and/or the Merit Services may contain links to other websites (“Linked Sites”) and/or the ability to initiate third parties’ upload of data or information about you (“Third Party Data”) to your Account. The Linked Sites and Third-Party Data are not under the control of Merit and Merit is not responsible for the contents of any Linked Site or Third Party Data, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site or Third Party Data. Merit is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Merit of the Linked Site or any association with its operators, nor the legitimacy of the data you may upload to your Account. You agree that you must evaluate, and bear all risks associated with, the use of any data or information (including any reliance on the accuracy, completeness, or usefulness of such data or information) and the use and security of any data or information you share with any such Linked Site.

Merit Does Not Provide Legal, Financial or Other Professional Advice

In no way should our providing of Merit Services be considered legal, financial, prediction of eligibility or any other kind of specialized or expert advice on which the User might detrimentally depend, causing liability against Merit. In using the Site and Merit Services, you represent and warrant that you have sought any legal, financial or otherwise specialized advice from an expert qualified to provide such counsel, or else you have the sufficient knowledge and sophistication to evaluate the risks and merits associated with Blockchain and/or Token management and Merit Services offerings to competently use Merit Services. We give no warranty regarding the suitability of any Merit Services and assume no fiduciary duties to you. You represent and warrant that you understand that any recommendations or commentary made by Merit or its employees or other Users should be considered generalized in nature, and you should use your own judgment or seek the advice of an expert before taking any action regardless of such statement. We give no assurance as to the accuracy or completeness of any such statement.

Communications In Connection With Merit Services

Visiting this Site or using any of the Merit Services, or sending emails to Merit, constitutes electronic communications. By visiting this Site, using any of the Merit Services, or sending emails to Merit, you consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email or on this Site, satisfy any legal requirement that such communications be in writing. You agree that any materials, information or communications transmitted between the User and Merit in any form and by any means are non-confidential and will become the sole, exclusive property of Merit.

Damages Caused by Vulnerabilities Inherent in the Internet or in Blockchain

Use of the Internet may not be secure. You agree that Merit is not responsible whatsoever for any damages caused by the interception, loss or alteration to any data or information sent over the Internet. While Merit will take reasonable steps to ensure the security and privacy of any information transmitted during your use of our Services, in no event will any such information be considered “confidential” or will its disclosure to a third party, accidental or otherwise, cause liability against Merit, even if it occurs as a result of our negligence. Merit takes every reasonable precaution to prevent and mitigate attacks. However, these problems still may occur from time to time for reasons that are out of our control. If Merit believes its Site or any Merit Tokens located on the Site have been compromised or are under attack, Merit reserves the right to immediately stop all Merit Services provided through the Site. If it is determined that such an attack caused or threatened to cause damage to the Site, Merit Services, a particular Merit Token, Merit Key or other Users, Merit may immediately discontinue all activity generally, or regarding such Merit Token or Merit Key entirely at its discretion.

Merit makes no representation and does not warrant the safety of the Site and is not liable for any lost value or stolen property, regardless of whether Merit was negligent in providing appropriate security.

Special Notice for International Use; Export Controls

The technology and software underlying the Merit Services (the “Software”) and the transmission of certain data, if any, may be subject to export controls imposed by the laws, restrictions, regulations and rules of the United States, your local jurisdiction or some other jurisdiction. No Software may be downloaded from this Site or otherwise exported or re-exported in violation of any of such export laws.

Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all laws, restrictions, regulations and rules regarding your use of the Merit Services.

Termination

We may terminate or suspend your License to Merit Services without prior notice or liability for any reason whatsoever, including (but not limited to) if you breach the Terms. Nothing in these Terms or in any other communication or action by Merit or our members, officers, employees, agents or representatives should be taken as a waiver of any legal remedies available for any event causing termination. All provisions of the Terms which by their nature should survive termination shall survive termination, including (but not limited to) ownership provisions, disclaimers or limitations of obligations or liability, and indemnity.

Indemnification

You agree to indemnify, defend and hold harmless Merit, its members, officers, directors, employees, agents, consultants, subsidiaries, affiliates and other related parties (each an "Indemnified Party"), from and against all demands losses, costs, liabilities claims, actions and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use any of the Merit Services, your violation of these Terms or your violation of any rights of a third party, or your violation of any applicable laws, restrictions, regulations and rules. Merit reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Merit in asserting any available defenses in Merit's discretion. Notwithstanding the foregoing, you will have no obligation to indemnify, defend or hold harmless any Indemnified Party from or against any liability, damages or costs incurred solely as a result of the gross negligence or willful misconduct of such Indemnified Party.

Disclaimers

MERIT MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, USEABILITY, SECURITY AND ACCURACY OF ANY OF THE MERIT SERVICES FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE MERIT SERVICES AND MERIT TOKENS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. MERIT DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS WITH REGARD TO THE MERIT SERVICES AND MERIT TOKENS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. MERIT CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THIS SITE OR MERIT SERVICES WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES, AND, IN PARTICULAR AND WITHOUT LIMITATION, YOU ACCEPT ALL RISK AND LIABILITY IN CONNECTION WITH YOUR PARTICIPATION IN THE THREAT ANALYSIS PORTION OF THE MERIT SERVICES.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MERIT, ITS MEMBERS OR OFFICERS, BE LIABLE FOR (A) ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY OTHER NON-DIRECT DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, OR OTHER BUSINESS OPPORTUNITIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH (1) THE USE OR PERFORMANCE OF ANY OF THE MERIT SERVICES, (2) THE DELAY OR INABILITY TO USE ANY OF THE MERIT SERVICES, (3) THE PROVISION OF OR FAILURE TO PROVIDE ANY MERIT SERVICES, OR (4) ANY INFORMATION OR DATA OBTAINED BY YOU THROUGH ANY OF THE MERIT SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR

OTHERWISE, EVEN IF MERIT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES; OR (B) ANY AMOUNT, WHETHER INDIVIDUALLY OR IN THE AGGREGATE, EXCEEDING US\$25. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE MERIT SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE MERIT SERVICES.

USE OF THIS SITE IS UNAUTHORIZED IN ANY JURISDICTION THAT DOES NOT GIVE EFFECT TO ALL PROVISIONS OF THESE TERMS, INCLUDING, WITHOUT LIMITATION, THIS SECTION.

Merit Token Terms of Sale

Merit Tokens purchased during our ICO, will continue to be subject to the Merit Token Terms of Sale at that time. In the case of any conflict between these Terms and the Merit Token Terms of Sale, the provisions of the Merit Token Terms of Sale will control.

Merit, its logo and all logos related to Merit Services or displayed on the Site are trademarks and/or registered trademarks or service marks of Merit LLC.

AGREEMENT TO ARBITRATE

Dispute Resolution by Binding Arbitration; Jury Trial Waiver; Class Action Waiver.

(1) PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

(2) For any and all controversies, disputes, demands, claims, or causes of action between you and us (including the interpretation and scope of this Section and the arbitrability of the controversy, dispute, demand, claim, or cause of action) relating to any of the Merit Services or these Terms (as well as any related or prior agreement that you may have had with us), you and we agree to resolve any such controversy, dispute, demand, claim, or cause of action exclusively through binding and confidential arbitration. To seek arbitration, you must first send to us, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Merit should be sent to 17412 Ventura Blvd., #93, Encino, CA 91316 ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought.

(3) If Merit and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Merit may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Merit or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Merit is entitled. As used in this Section, "we" and "us" mean Merit LLC. In addition, "we" and "us" include any third party providing any service, data or information, in connection with the Merit Services or these Terms (as well as any related or prior agreement that you may have had with us) if such third party is named as a co-party with us in any controversy, dispute, demand, claim, or cause of action subject to this Section.

(4) The venue of the arbitration will be in Wyoming. The language of the arbitration will be English. The arbitration will be conducted before one commercial arbitrator from the American Arbitration Association ("AAA") with substantial experience in resolving commercial contract disputes. As modified by these Terms, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the

AAA's Commercial Arbitration Rules and, if the arbitrator deems them to be applicable, the Supplementary Procedures for Consumer Related Disputes (collectively, the "Rules and Procedures"). Where no claims or counterclaims exceed \$10,000, the dispute will be resolved by the submission of documents without a hearing, unless a hearing is requested by a party or deemed to be necessary by the arbitrator, in which case, a party may elect to participate telephonically.

(5) You should review this provision carefully. To the extent permitted by applicable law, you are GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights. Additionally, notwithstanding this agreement to arbitrate, claims of defamation, and infringement or misappropriation of the other party's patent, copyright, trademark, trade secret or other intellectual property rights shall not be subject to this arbitration agreement. Such claims shall be exclusively brought in a court of competent jurisdiction located in Wyoming. Additionally, notwithstanding this agreement to arbitrate, you or us may seek emergency equitable relief before a court of competent jurisdiction located in Wyoming, in order to maintain the status quo pending arbitration and you agree to submit to the exclusive personal jurisdiction of the courts located within Wyoming, for such purpose. A request for interim measures shall not be deemed to be a waiver of the right to arbitrate.

(6) Except as stated in paragraph (5) immediately preceding, your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures may be SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrators' decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

(7) You and we must abide by the following rules: (A) ANY CLAIMS BROUGHT BY YOU OR US MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (B) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF; (c) we reserve the right, in our sole and exclusive discretion, to assume responsibility for any or all of the costs of the arbitration; (d) the arbitrator will honor claims of privilege and privacy recognized at law; (e) the arbitration will be confidential, and neither you nor we may disclose the existence, content, or results of any arbitration, except as may be required by applicable law or for purposes of enforcement of the arbitration award; (f) subject to the limitation of liability provisions of these Terms, the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law; and (g) you and we will pay our respective attorneys' fees and expenses, unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses and the arbitrator awards such attorneys' fees and expenses to the prevailing party, and, in such instance, the fees and costs awarded will be determined by the applicable law.

Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. Any payment of attorneys' fees will be governed by the AAA Rules.

(8) All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of you and Merit.

(9) This Section (Dispute Resolution by Binding Arbitration; Jury Trial Waiver; Class Action Waiver) will survive termination of your account and these Terms as well as any voluntary payment of any debt in full

by you or any bankruptcy by you or us. With the exception of subparts (A) and (B) of paragraph (7) of this Section (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting part was not contained herein. If, however, either subpart (A) or (B) of paragraph (7) of this Section is found to be invalid, unenforceable, or illegal, then the entirety of this arbitration provision will be null and void, and neither you nor we will be entitled to arbitration. If for any reason a claim proceeds in court rather than in arbitration, the dispute shall be exclusively brought in a court of competent jurisdiction located in Wyoming.

For more information on the AAA, the Rules and Procedures, or the process for filing an arbitration claim, you may call the AAA at [888-778-7879](tel:888-778-7879) or visit the AAA website at <http://www.adr.org>.

YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR IT WILL BE FOREVER BARRED.

User Disputes

You agree that you are solely responsible for your interactions with any other user or Merit Token purchaser and Merit will have no liability or responsibility with respect thereto. We reserve the right, but have no obligation, to become involved in any way with disputes between you and any other user of this Site or any Merit Service.

General

These Terms will be governed by the laws, restrictions, regulations and rules of the state of Wyoming without regard to its conflict of law provisions. With respect to any disputes or claims that do not fall within the agreement to arbitrate, set out above, you and Merit agree to submit to the personal and exclusive jurisdiction of Wyoming. The failure of Merit to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. A printed version of these Terms and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms without the prior written consent of Merit, but Merit may assign or transfer these Terms, in whole or in part, without restriction. The section titles in these Terms are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail or other electronic service.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Merit as a result of these Terms or your use of any of the Merit Services. Merit's performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of Merit's right to comply with governmental, court and law enforcement requests or requirements relating to your use of any of the Merit Services or information provided to or gathered by Merit with respect to such use.

Unless otherwise specified herein, these Terms constitute the entire agreement between the User and Merit with respect to the Merit Services and these Terms supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Merit with respect to the Merit Services, except for any Merit Token Terms of Sale into which you have entered with Merit. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that these Terms and all related documents be written in English.

Your Privacy

At Merit, we respect the privacy of our users. For details please see our [Terms of Service](#). By using any of the Merit Services, you consent to our collection, use, storage and retention of personal data, if any, as outlined therein.

Notice for California Users

Under California Civil Code Section 1789.3, users of the Service from California USA are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at [1625 North Market Blvd., Suite N 112, Sacramento, CA 95834](#), or by telephone at [\(916\) 445-1254](#) or [\(800\) 952-5210](#). You may contact us at Merit at 17412 Ventura Blvd., #93, Encino, CA 91316.