

MyGig Terms of Use

Effective Date: April 1, 2025

Welcome to MyGig (“we”, “us”, or “our”). By using our services, you agree to the following Terms of Use (“Terms”), which govern your access to and use of our products and services (“Services”). Please read these Terms carefully. If you do not agree with these Terms, you must not use our Services.

1. Acceptance of Terms: By accessing or using our Services, you agree to be bound by these Terms and any applicable laws and regulations. If you are using our Services on behalf of an organization or legal entity, you represent that you have the authority to bind that organization or entity to these Terms. We may update or modify these Terms from time to time, and the updated version will be effective once posted on our platform.

2. Acknowledgement: You understand that MyGig’s Services to you include collaboration with third parties. MyGig is not responsible for the acts of any third party.

3. Eligibility: You must be at least 18 years old, or the age of majority in your jurisdiction, to use our Services. By using our Services, you represent and warrant that you meet this eligibility requirement. You further agree that you will not use our Services for any illegal or unauthorized purpose and that any use of our Services by you is for the sole purpose of promoting MyGig Services.

4. Account Registration: To use our Services, you must register for an account. During registration, you will be asked to provide accurate, current, and complete information. You agree to maintain and update your information as necessary to ensure its accuracy. You are responsible for maintaining the confidentiality of your account credentials and for all activities under your account.

5. Use of Services: You agree to use our Services only for lawful purposes and in accordance with our acceptable use policy including all terms of MyGig’s Certified Reseller Agreement. Prohibited activities include, but are not limited to:

- Violating any applicable local, state, national, or international law or regulation
- Impersonating another person or entity or misrepresenting your affiliation with any person or entity.
- Making any representations or guarantees on behalf of MyGig or related to MyGig’s Services.
- Engaging in fraudulent activities, including identity theft or credit card fraud.
- Distributing viruses, malware, or other harmful code.
- Interfering with or disrupting the integrity or performance of the Services.
- Selling, misrepresenting, or otherwise misappropriating MyGig’s intellectual property and Services without the written consent of MyGig.

6. Fees and Charges: You agree to pay the fees associated with our Services. We reserve the right to modify or change our fee structure at any time, with notice provided in accordance with these Terms.

7. Privacy and Security: Your privacy is important to us. Our privacy practices are outlined in our Privacy Policy, which you should review periodically. By using our Services, you agree to the collection, use, and sharing of your personal data as described in the Privacy Policy. We implement reasonable measures to protect your data; however, you acknowledge that no method of electronic storage or transmission is 100% secure, and we cannot guarantee the absolute security of your information.

8. User Content: Any content that you upload, submit, or otherwise provide to us through the Services ("User Content") remains your property. However, by submitting User Content, you grant us a non-exclusive, worldwide, royalty-free, and sublicensable license to use, display, and distribute the content in connection with providing the Services. You are responsible for the content you submit, and you agree not to submit any content that is illegal, offensive, or violates any third-party rights.

9. Termination: We reserve the right to suspend or terminate your account or access to the Services at any time, with or without cause, including if we suspect fraudulent or unlawful activity. You may also terminate your account at any time by contacting us and submitting any and all account closing documents required. Upon termination, you will still be responsible for any outstanding charges and obligations. We may delete or retain any data associated with your account as required by applicable law and/or as permitted by MyGig's terms and agreements.

10. Limitation of Liability: To the fullest extent permitted by law, MyGig LLC and its affiliates will not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or in connection with your use of the Services. Our total liability to you for any claim arising from the use of the Services will not exceed the total amount you have paid for the specific Services giving rise to the claim from the date of any breach by MyGig giving rise to the liability.

11. Dispute Resolution and Arbitration: You agree that, with the exception of any suit to collect any compensation owed to MyGig as a result of the Services, such suit(s) which may be filed by MyGig in the Circuit Court of Chesterfield County, Virginia, any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in the Commonwealth of Virginia, specifically in Chesterfield County. The arbitration shall be administered by the American Arbitration Association ("AAA") or The McCammon Group according to the Commercial Arbitration Rules of the AAA then in effect, except as modified here. The Arbitrator shall be selected by MyGig. The Arbitrator's decision shall be final and binding, and judgment on the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

12. Waiver of Jury Trial: By agreeing to these Terms, to the fullest extent permitted by law, each party hereby irrevocably waives any and all rights to a trial by jury as to any issue relating

hereto in any action, proceeding, or counterclaim arising out of or relating to these Terms, the Services, or any other matters involving the parties hereto.

13. Waiver of Class or Consolidated Actions: All claims and disputes relating to these Terms, the Services, or any other matters involving the parties hereto must be arbitrated or litigated on an individual basis and not on a class basis, and claims of more than one customer or user cannot be arbitrated or litigated jointly or consolidated with those of any other customer or user without the consent of MyGig.

14. Governing Law These Terms and your use of the Services will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of laws principles.

15. Force Majeure We will not be held liable for any failure or delay in performance under these Terms due to circumstances beyond our reasonable control, including but not limited to natural disasters, acts of war, labor strikes, or governmental restrictions.

16. Entire Agreement These Terms, along with any additional terms and conditions provided in connection with specific Services, constitute the entire agreement between you and MyGig regarding the use of our Services. In the event that any Term is invalidated by a court of competent jurisdiction, then all remaining Terms not so invalidated shall continue in full force and effect.

17. Additional Documents. You agree to cooperate fully and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of these Terms and for any Services we provide to you.

Contact Us: If you have any questions, concerns, or requests related to these Terms of Use, please contact us at:

MyGig LLC

Customer Support: support@mygig.freshdesk.com

Phone: (888) 673-9303

Mail: 5309 Commonwealth Centre Parkway, Midlothian, VA 23112

By using MyGig's services, you acknowledge that you have read, understood, and agree to these Terms.