

# Terms of Service

smadi.tv

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Document:	Terms of Service
Version:	1.1
Effective Date:	April 19, 2026
Jurisdiction:	Georgia, United States of America
Operator:	Smadi, LLC
Contact:	support@smadi.tv

**BY CLICKING “I AGREE,” CHECKING THE ACCEPTANCE BOX, OR OTHERWISE ACCESSING OR USING THE SMADI PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THESE TERMS OF SERVICE. THIS CONSTITUTES A LEGALLY BINDING AGREEMENT BETWEEN YOU AND SMADI, LLC, A GEORGIA LIMITED LIABILITY COMPANY. IF YOU DO NOT AGREE TO THESE TERMS IN THEIR ENTIRETY, YOU MUST NOT ACCESS OR USE THE PLATFORM.**

You affirm that you are at least eighteen (18) years of age, or if you are between the ages of thirteen (13) and seventeen (17), that you have obtained verifiable parental consent prior to accessing the Platform.

Before clicking to accept, you have been given the opportunity to read these Terms in full on-screen or in printed form, and to direct any questions to Smadi prior to acceptance at support@smadi.tv. Your acceptance confirms that you have exercised this opportunity to your satisfaction or have voluntarily elected to proceed without doing so.

## 1. DEFINITIONS

### 1.1 Platform

“Platform” means the Smadi streaming service, including the website located at smadi.tv, all associated subdomains (including creator.smadi.tv, media.smadi.tv, and team.smadi.tv), mobile applications, APIs, software, content delivery infrastructure, and any other products or services offered by Smadi under the Smadi brand.

### 1.2 Content

“Content” means any audiovisual works, films, short films, documentaries, series, podcasts, music videos, vertical-format video, or other media made available on or through the Platform, whether uploaded by Creators, licensed by Smadi, or otherwise displayed on the Platform.

### 1.3 Creator

“Creator” means any individual or entity that has entered into a separate Creator License Agreement with Smadi and has been granted access to the Creator Portal (creator.smadi.tv) for the purpose of uploading and distributing Content through the Platform.

### 1.4 Viewer

“Viewer” means any User who accesses the Platform for the purpose of consuming Content, regardless of whether that User holds a paid Subscription or accesses the Platform under the free, advertising-supported tier.

### 1.5 User

“User” means any individual who accesses the Platform, including Viewers, Creators, and Advertisers, whether or not such individual has created a registered account.

### 1.6 Subscription

“Subscription” means a recurring paid membership plan that provides a Viewer with access to the full Content catalogue, Smadis allocation, and other premium features as described in Section 5.

### 1.7 Smadis

“Smadis” means the in-Platform utility tokens made available by Smadi for use exclusively within the Platform, as further described in Section 6. Smadis are not currency, not securities, not investments, and are not redeemable for cash or any monetary equivalent outside the Platform.

### 1.8 Advertiser

“Advertiser” means any business, organization, or individual that has entered into a separate Advertiser Agreement with Smadi for the placement of advertising campaigns on the Platform.

### 1.9 Intellectual Property Rights

“Intellectual Property Rights” means all present and future rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and any other intellectual property rights, whether registered or unregistered, in any jurisdiction worldwide.

### **1.10 User-Generated Content**

“User-Generated Content” means any content, comments, messages, or other material submitted, uploaded, or transmitted by a User through any interactive feature of the Platform, including timestamp-anchored comments, tip messages, and profile content, other than Content uploaded pursuant to a Creator License Agreement.

### **1.11 Prohibited Content**

“Prohibited Content” means any content described in Section 8.3 as prohibited from upload, distribution, or display on the Platform.

### **1.12 Effective Date**

“Effective Date” means the date on which you click to accept these Terms or first access or use the Platform, whichever occurs earlier.

## **2. PARTIES AND ENTITY INFORMATION**

### **2.1 Smadi, LLC**

Smadi, LLC is a limited liability company organized and existing under the laws of the State of Georgia, United States of America, operating as a subsidiary of Red Hill Media, LLC. Smadi’s registered operating address and primary contact information are:

300 Colonial Center Parkway, Suite 100

Roswell, GA 30076, United States

General: support@smadi.tv

Legal: legal@smadi.tv

### **2.2 The User**

You, the individual or entity accessing or using the Platform, agree to be bound by these Terms as of the Effective Date. If you are accepting these Terms on behalf of a legal entity, you represent and warrant that you have authority to bind that entity to these Terms.

## **3. ACCOUNT REGISTRATION AND SECURITY**

### **3.1 Account Creation**

To access certain features of the Platform, including Subscription services and Smadis functionality, you must create a registered account. You agree to provide accurate, current, and complete information during the registration process and to update such information as necessary to keep it accurate, current, and complete.

### **3.2 Eligibility**

You must be at least eighteen (18) years of age to create an account and access paid features of the Platform. Users between the ages of thirteen (13) and seventeen (17) may access the Platform solely with verifiable parental or guardian consent. The Platform is not directed to children under the age of thirteen (13), and Smadi does not knowingly collect personal information from children under thirteen (13). If Smadi becomes aware that a child under the age of thirteen (13) has created an account, Smadi will promptly terminate such account and delete associated personal data in accordance with applicable law, including the Children's Online Privacy Protection Act (COPPA).

### **3.3 Account Security**

You are solely responsible for maintaining the confidentiality of your account credentials, including your username and password. You agree to notify Smadi immediately at support@smadi.tv upon becoming aware of any unauthorized access to or use of your account. Smadi shall not be liable for any loss or damage arising from your failure to maintain the security of your account credentials.

### **3.4 One Account Per User**

Each User may maintain only one active registered account on the Platform. The creation of multiple accounts by a single individual for the purpose of circumventing usage restrictions, manipulating the Smadis economy, or engaging in any form of abuse is strictly prohibited and may result in the suspension or termination of all associated accounts.

### **3.5 Account Termination by User**

You may request deletion of your account at any time by contacting Smadi at support@smadi.tv. Upon account deletion, your access to paid features, your Smadis balance, and your viewing history will be permanently deleted. Smadi shall retain certain data as required by applicable law or as set forth in the Privacy Policy.

## **4. PLATFORM ACCESS AND LICENSE**

### **4.1 Limited License**

Subject to your compliance with these Terms, Smadi grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Platform solely for your personal, non-commercial purposes. This license does not include any right to:

- (a) sublicense, sell, resell, transfer, assign, or otherwise commercially exploit the Platform or any Content;

- (b) modify, adapt, translate, reverse engineer, disassemble, decompile, or create derivative works based on the Platform or any Content;
- (c) scrape, data-mine, or otherwise systematically extract data from the Platform without Smadi's prior written consent; or
- (d) use the Platform in any manner that could damage, disable, overburden, or impair Smadi's servers or networks.

## 4.2 Content Access Tiers

The Platform operates three content access tiers:

- **Free Tier (AVOD):** Advertising-supported access to designated free-tier Content. No subscription payment is required. Advertising will be displayed during Content playback.
- **Subscriber Tier:** Full catalogue access with reduced or eliminated advertising, monthly Smadis allocation, and additional platform features, subject to payment of the applicable Subscription fee.
- **Smadi Select:** Premium Content designated by Smadi's editorial team as Smadi Select titles, accessible by redeeming Smadis at the tier price designated by Smadi (Standard: 20 Smadis / Featured: 50 Smadis / Premiere: 100 Smadis).

Smadi reserves the right to modify Content tier designations at any time at its sole discretion.

## 4.3 No Ownership Interest

Your use of the Platform does not grant you any ownership interest in the Platform, any Content, or any Intellectual Property Rights held by Smadi or its licensors. All rights not expressly granted in these Terms are reserved by Smadi.

## 4.4 Geographic Availability

Certain Content may not be available in all geographic territories due to licensing restrictions, applicable law, or regulatory requirements. Smadi may geo-fence or restrict access to Content in specific jurisdictions without notice. The use of virtual private networks (VPNs) or other means to circumvent geographic access restrictions is prohibited and may result in account suspension.

# 5. SUBSCRIPTIONS AND BILLING

## 5.1 Subscription Plans

Smadi offers a monthly Subscription plan at the rate of USD \$6.99 per month. Subscription pricing is subject to change upon thirty (30) days' written notice to the User's registered email address. Continued use of the Platform following a price change constitutes acceptance of the new price.

## 5.2 Billing and Payment

Subscription fees are billed in advance on a monthly recurring basis through Smadi's payment processor, Stripe. By subscribing, you authorize Smadi to charge your designated payment method on a recurring monthly basis until your Subscription is cancelled. All payments are in United States Dollars

(USD). You are responsible for all applicable taxes, duties, or charges imposed by your jurisdiction.

### **5.3 Free Trial**

Smadi may, at its discretion, offer a free trial period to new Subscribers. Details of any free trial, including duration and eligible features, will be presented at the time of Subscription sign-up. At the conclusion of any free trial, your Subscription will automatically convert to a paid Subscription unless you cancel prior to the end of the free trial period.

### **5.4 Cancellation**

You may cancel your Subscription at any time by accessing your account settings or by contacting Smadi at support@smadi.tv. Cancellation will take effect at the end of the current billing period. No refunds will be issued for partial Subscription periods, except where required by applicable law. Upon cancellation, you will retain access to Subscriber-tier Content until the end of the current billing period, after which your account will revert to the free tier.

### **5.5 Payment Disputes**

If you believe a charge to your account is incorrect, you must notify Smadi in writing at support@smadi.tv within thirty (30) days of the charge appearing on your billing statement. Smadi will investigate and, if the charge is determined to be erroneous, will issue a credit or refund as appropriate. Initiating a chargeback through your financial institution without first contacting Smadi may result in suspension of your account pending resolution.

### **5.6 Annual Subscription Option**

Smadi may offer an annual Subscription plan at a discounted rate. Annual Subscription fees are charged in full at the time of purchase and are non-refundable except as required by applicable law. Annual Subscribers may cancel at any time, but will not receive a prorated refund for unused months.

## **6. SMADIS UTILITY TOKEN SYSTEM**

### **6.1 Nature of Smadis**

Smadis are in-Platform utility tokens issued by Smadi for use exclusively within the Platform. Smadis are not currency, are not legal tender, are not a financial instrument, are not a security, and are not an investment. Smadis confer no ownership interest in Smadi, LLC, or any affiliated entity. Smadis carry no expectation of profit, appreciation, or return, and create no investor-issuer relationship of any kind. Nothing in these Terms or in Smadi's marketing materials should be construed as an offer or solicitation to purchase a security.

### **6.2 Acquisition of Smadis**

Smadis may be acquired in the following ways:

- (a) through direct purchase from Smadi in designated pack sizes, as listed on the Platform at the time of purchase;
- (b) as part of a monthly Subscriber allocation (currently fifty (50) Smadis per month, subject to change); or
- (c) through promotional grants made by Smadi at its discretion.

Smadis purchased or received as part of a Subscription are subject to the rollover cap described in Section 6.4.

### **6.3 Permitted Uses of Smadis**

Smadis may be used solely for the following purposes within the Platform:

- Unlocking Smadi Select Content at the designated tier price;
- Tipping Creators directly as a gesture of appreciation for their Content;
- Accessing designated social or interactive features of the Platform that require Smadis as described at the time of the relevant feature's availability.

### **6.4 Rollover Cap and Expiration**

Smadis received as part of a monthly Subscription allocation are subject to a rollover cap of one hundred (100) Smadis. Allocated Smadis that would cause the User's balance to exceed the rollover cap upon monthly issuance are forfeited. Smadi will provide a notification five (5) days before monthly Subscriber-allocated Smadis expire. Purchased Smadis are not subject to expiration unless the User's account is terminated or deactivated.

### **6.5 No Redemption for Cash**

Smadis have no cash value and may not be redeemed for cash, transferred to another User, sold, bartered, or otherwise exchanged for value outside the Platform under any circumstances. Any purported sale or transfer of Smadis outside the Platform is null and void. Smadi will not honor any such purported transfer.

### **6.6 Modifications to Smadis System**

Smadi reserves the right to modify the value, acquisition price, redemption rates, rollover caps, expiration terms, or any other aspect of the Smadis system at any time upon thirty (30) days' written notice to registered Users. No modification to the Smadis system shall entitle any User to any compensation or refund with respect to previously acquired Smadis, except to the extent required by applicable law.

### **6.7 Creator Tip Revenue**

When a User tips a Creator using Smadis, the Creator receives sixty percent (60%) of the Smadis value of the tip, converted to USD at the rate of USD \$0.06 per Smadi, and the Platform retains forty percent (40%). Creator tip revenue is subject to the Creator's separate payout terms as set forth in the Creator License Agreement and Creator Payout Terms. These percentages are placeholders subject to

revision prior to commercial launch.

## **7. INTELLECTUAL PROPERTY**

### **7.1 Smadi's Intellectual Property**

The Platform, including its design, code, user interface, branding, trademarks (including SMADI and associated logos), software, and all Content licensed by Smadi, is protected by United States and international copyright, trademark, and other intellectual property laws. You may not use, copy, reproduce, distribute, or create derivative works from Smadi's Intellectual Property without Smadi's prior written consent.

### **7.2 Creator Content Ownership**

Content uploaded to the Platform by Creators pursuant to a valid Creator License Agreement remains the exclusive intellectual property of the Creator. Smadi's rights in Creator Content are limited to the license granted under the applicable Creator License Agreement and do not extend to any ownership claim. Users may not reproduce, distribute, publicly perform, sublicense, or create derivative works from Creator Content without the express written permission of the relevant Creator and, where applicable, Smadi.

### **7.3 User-Generated Content License**

By submitting User-Generated Content to the Platform, including comments, tip messages, and profile information, you grant Smadi a non-exclusive, worldwide, royalty-free, irrevocable license to use, reproduce, display, and distribute such User-Generated Content in connection with the operation, promotion, and improvement of the Platform. You represent and warrant that you own or have the necessary rights to grant this license and that your User-Generated Content does not infringe any third-party Intellectual Property Rights.

### **7.4 DMCA and Copyright Complaints**

Smadi respects the intellectual property rights of others and complies with the Digital Millennium Copyright Act (DMCA). If you believe that Content on the Platform infringes your copyright, please submit a notice containing the information required under 17 U.S.C. § 512(c)(3) to:

Smadi, LLC — Attention: Legal / DMCA

300 Colonial Center Parkway, Suite 100, Roswell, GA 30076

legal@smadi.tv

Smadi will respond to valid DMCA notices in accordance with applicable law and its Copyright Infringement Procedure, which is incorporated herein by reference.

### **7.5 Counter-Notification**

If you believe that Content removed pursuant to a DMCA notice was removed in error, you may submit a counter-notification in accordance with 17 U.S.C. § 512(g)(3) to the address identified in Section 7.4.

## **8. USER CONDUCT AND ACCEPTABLE USE**

### **8.1 General Conduct Standards**

You agree to use the Platform only in a manner consistent with these Terms, all applicable local, state, national, and international laws and regulations, and in a way that does not infringe upon the rights of others or restrict or inhibit others' use and enjoyment of the Platform.

### **8.2 Prohibited Conduct**

You agree not to engage in any of the following conduct on or through the Platform:

- Uploading, transmitting, or distributing any Prohibited Content as defined in Section 8.3;
- Impersonating any person or entity, or falsely stating or misrepresenting your affiliation with any person or entity;
- Attempting to gain unauthorized access to any portion or feature of the Platform;
- Interfering with or disrupting the integrity or performance of the Platform, including through the use of bots, scrapers, or automated tools;
- Using the Platform for any commercial purpose other than as expressly permitted under these Terms or a separate written agreement with Smadi;
- Harassing, threatening, intimidating, or abusing any other User, Creator, Advertiser, or Smadi employee or contractor;
- Manipulating the Smadis economy through the creation of multiple accounts, self-tipping, or coordinated exploitation;
- Circumventing geographic access restrictions, DRM protections, or any other access control mechanism employed by Smadi;
- Using a VPN or proxy service to access Content that is geo-restricted in your jurisdiction;
- Engaging in any activity that violates applicable securities laws in connection with the Smadis system.

### **8.3 Prohibited Content**

The following categories of content are strictly prohibited from submission, upload, or distribution through any feature of the Platform:

- Content that is defamatory, obscene, pornographic, sexually explicit, or that depicts or promotes sexual acts involving minors;
- Content that incites, promotes, or glorifies violence, terrorism, or hatred against any individual or group based on race, ethnicity, national origin, religion, gender, sexual orientation, disability, or any other protected characteristic;
- Content that constitutes harassment, bullying, or threatening behavior toward any individual;

- Content that infringes or misappropriates any third-party Intellectual Property Rights, including unauthorized use of copyrighted works or trademarks;
- Content that contains personal information of any individual without their consent, or that constitutes a violation of any individual's privacy rights;
- Content that contains malware, viruses, or any code designed to damage or disrupt systems or data;
- Content that constitutes or facilitates fraud, deception, or any unlawful scheme;
- Any content that violates applicable law in the User's jurisdiction or in any jurisdiction in which the Platform operates.

#### **8.4 Content Moderation**

Smadi reserves the right, but assumes no obligation, to monitor, review, edit, refuse, or remove any User-Generated Content or Creator Content that, in Smadi's sole judgment, violates these Terms or is otherwise objectionable. Smadi's exercise or non-exercise of this right does not constitute an endorsement of any content on the Platform and does not create any liability for Smadi with respect to content that is not removed.

### **9. PRIVACY**

Smadi's collection, use, and disclosure of personal information is governed by Smadi's Privacy Policy, which is incorporated into these Terms by reference. By using the Platform, you consent to Smadi's collection and use of your personal information as described in the Privacy Policy. The Privacy Policy is available on the Platform and should be read in conjunction with these Terms.

Advertising served through the free tier of the Platform is targeted based on content context, language preference, and geographic location derived from IP address. Individual behavioral tracking for advertising purposes is not employed without explicit consent as described in the Privacy Policy.

### **10. DISCLAIMERS AND WARRANTIES**

#### **10.1 Platform Provided 'As Is'**

THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SMADI EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

#### **10.2 No Warranty of Availability**

SMADI DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT DEFECTS WILL BE CORRECTED. SMADI DOES NOT WARRANT THAT THE PLATFORM WILL MEET YOUR

REQUIREMENTS OR THAT THE RESULTS OBTAINED FROM USE OF THE PLATFORM WILL BE ACCURATE OR RELIABLE.

### **10.3 Content Disclaimer**

Smadi makes no representations or warranties as to the accuracy, completeness, quality, or suitability of any Content available on the Platform. Content is provided by Creators and third-party licensors and Smadi has not independently verified the accuracy of any claims made in such Content. Smadi is not responsible for any decisions made or actions taken based on Content viewed on the Platform.

### **10.4 Third-Party Services**

The Platform may integrate with or link to third-party services, including payment processors, video delivery networks, and authentication services. Smadi is not responsible for the availability, accuracy, content, or policies of any third-party services. Your use of third-party services is governed by those services' own terms and policies.

## **11. LIMITATION OF LIABILITY**

### **11.1 Exclusion of Consequential Damages**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SMADI, ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, OR SYSTEM FAILURE, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF OR INABILITY TO USE THE PLATFORM, EVEN IF SMADI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **11.2 Cap on Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SMADI'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE PLATFORM SHALL NOT EXCEED THE GREATER OF: (A) THE TOTAL AMOUNT PAID BY YOU TO SMADI IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (B) FIFTY UNITED STATES DOLLARS (USD \$50.00).

### **11.3 Essential Basis**

You acknowledge that the limitations of liability in this Section 11 reflect a reasonable and fair allocation of risk between Smadi and you, and are an essential basis of the bargain between the parties. In the absence of these limitations, Smadi would not be able to provide the Platform on the terms and at the pricing set forth herein.

### **11.4 Consumer Protections**

Nothing in these Terms shall be construed to limit or exclude liability that cannot be excluded or limited under applicable law, including claims relating to death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be limited under applicable law.

## 12. INDEMNIFICATION

To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless Smadi, LLC, and their respective officers, directors, members, employees, agents, contractors, licensors, and successors (collectively, “Smadi Parties”) from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys’ fees) arising out of or in connection with:

- Your use of or access to the Platform;
- Your violation of these Terms or any applicable law or regulation;
- Your submission or transmission of any User-Generated Content through the Platform;
- Your infringement of any Intellectual Property Rights or other rights of any third party;
- Any misrepresentation made by you in connection with your use of the Platform.

Smadi reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, in which case you agree to cooperate with Smadi’s defense of such claim.

## 13. TERMINATION

### 13.1 Termination by Smadi

Smadi may suspend or terminate your access to the Platform, with or without notice, at any time and for any reason, including but not limited to your violation of these Terms, conduct that Smadi determines in its sole discretion to be harmful to other Users, Creators, or Smadi, or any reason required by applicable law. In the event of termination for cause, Smadi shall have no obligation to refund any amounts paid, including Subscription fees or purchased Smadis.

### 13.2 Effect of Termination

Upon termination of your account:

- (a) your license to use the Platform shall immediately terminate;
- (b) your Smadis balance shall be forfeited;
- (c) your access to any Content or features requiring a Subscription shall cease; and
- (d) any pending or future payouts owed to you as a Creator under a separate Creator License Agreement shall be governed by the terms of that agreement.

Sections of these Terms that by their nature should survive termination shall so survive, including without limitation Sections 7, 11, 12, and 14 through 16.

### **13.3 Termination by User**

You may terminate your account at any time in accordance with Section 3.5. Termination of your account does not relieve you of any obligations or liabilities incurred prior to termination.

## **14. GOVERNING LAW**

These Terms and all matters arising out of or relating to these Terms shall be governed by and construed in accordance with the laws of the State of Georgia, United States of America, without giving effect to any choice-of-law principles that would require the application of the laws of a different jurisdiction.

Smadi operates globally and acknowledges that Users in the European Union, United Kingdom, and other jurisdictions may have rights under local law that cannot be waived by these Terms. Nothing in this Section 14 is intended to limit rights that cannot be excluded or limited under applicable mandatory law.

## **15. DISPUTE RESOLUTION**

### **15.1 Good Faith Negotiation**

In the event of any dispute, controversy, or claim arising out of or relating to these Terms or the breach, termination, or validity thereof (“Dispute”), the parties agree to first attempt to resolve the Dispute through good faith negotiation. Either party may initiate this process by providing written notice to the other party describing the Dispute in reasonable detail. The parties shall negotiate in good faith for a period of thirty (30) days following such notice (“Negotiation Period”).

### **15.2 Mediation**

If the Dispute is not resolved during the Negotiation Period, the parties agree to submit the Dispute to non-binding mediation before a mutually agreed mediator in the State of Georgia before initiating arbitration. The costs of mediation shall be shared equally by the parties.

### **15.3 Binding Arbitration**

If mediation fails to resolve the Dispute within sixty (60) days of the appointment of a mediator, or if a party refuses to participate in mediation, the Dispute shall be finally resolved by binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Consumer Arbitration Rules (for individual Users) or Commercial Arbitration Rules (for business Users), as applicable, in effect at the time the arbitration is commenced. The arbitration shall be conducted in Atlanta, Georgia. The arbitrator’s award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

### **15.4 Class Action Waiver**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION AGAINST SMADI. ALL DISPUTES SHALL BE RESOLVED ON AN INDIVIDUAL BASIS.

### **15.5 Small Claims**

Notwithstanding the foregoing, either party may bring an individual claim in a small claims court of competent jurisdiction, provided the claim qualifies under that court's jurisdictional limits and the claim is not part of a class action.

### **15.6 Exclusions**

Nothing in this Section 15 shall prevent Smadi from seeking injunctive or other equitable relief in any court of competent jurisdiction where necessary to protect its Intellectual Property Rights, confidential information, or other proprietary rights.

## **16. MISCELLANEOUS**

### **16.1 Entire Agreement**

These Terms, together with the Privacy Policy, Cookie Policy, and any other agreements or policies incorporated by reference herein, constitute the entire agreement between you and Smadi with respect to the subject matter hereof and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

### **16.2 Severability**

If any provision of these Terms is held by a court or arbitrator of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions of these Terms shall continue in full force and effect.

### **16.3 Waiver**

No failure or delay by Smadi in exercising any right, power, or privilege under these Terms shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

### **16.4 Assignment**

You may not assign or transfer any of your rights or obligations under these Terms without Smadi's prior written consent. Smadi may freely assign or transfer its rights and obligations under these Terms, including in connection with a merger, acquisition, or sale of assets, without restriction and without notice to you.

### **16.5 Force Majeure**

Smadi shall not be liable for any failure or delay in performance resulting from causes beyond Smadi's reasonable control, including but not limited to natural disasters, pandemic, war, acts of government, power or internet outages, or failures of third-party service providers.

## 16.6 Language

These Terms are written in the English language. In the event of any conflict between an English version of these Terms and any translation, the English version shall prevail to the extent permitted by applicable law.

## 16.7 Contact

For any questions or concerns regarding these Terms, please contact:

Smadi, LLC — Attention: Legal

300 Colonial Center Parkway, Suite 100, Roswell, GA 30076

legal@smadi.tv

General: support@smadi.tv

**By clicking 'I AGREE' you confirm that you have read and understood these Terms and agree to be legally bound by them. You confirm that you have had the opportunity to read these Terms in full and to direct questions to support@smadi.tv before accepting.**