

Terms of Use

Black Ambition Terms of Use

ABOUT US: Black Ambition is a nonprofit initiative founded by Pharrell Williams that works to support entrepreneurs from backgrounds that have been historically overlooked by venture capital funding.

Effective Date: Feb 24, 2025

In these Terms of Use, Black Ambition Opportunity Inc and its affiliated entities are collectively referred to as “**Black Ambition**,” “**we**,” and “**our**.” These Terms of Use govern your use of Black Ambition’s websites; mobile applications; online content, digital products and services; software applications and platforms; and any other Black Ambition products and services (collectively, the “**Services**”). Some of our Services may include software that is downloaded to your computer or mobile device and may be automatically updated from time to time; these Terms of Use will apply to all such updates. Please read these Terms of Use carefully and contact us if you have any questions.

1. This is a Binding Contract

By checking a box indicating that you agree to Black Ambition’s Terms of Use or by using any of the Services, you are agreeing to enter into a legally binding contract with Black Ambition (“**Terms**”), even if you are using the Services on behalf of a company, government agency, or other entity. Please read these Terms carefully before using the Services. If you do not agree to the Terms, do not check a box indicating that you agree to Black Ambition’s Terms, do not click “Submit,” and do not use any of the Services.

These Terms apply to the following website, and any other websites that link to these Terms:

- <https://blackambitionprize.com>

Your use of, and participation in, certain features and functionality of the Services, and your participation in any Black Ambition competition, may be subject to additional terms (“**Supplemental Terms**”). Such Supplemental Terms will either be set forth in the applicable supplemental Services or will be presented to you for your acceptance when you sign up to use the supplemental Service or enter or register for a competition or claim a prize for any such competition, as applicable. If these Terms are inconsistent with the Supplemental Terms, then the Supplemental Terms control with respect to such supplemental Service or such competition.

2. Changes to the Terms

Black Ambition reserves the right to modify these Terms and to initiate new or additional terms or conditions pertaining to your use of the Services at any time. All changes to the Terms are effective immediately when we post them, and apply to all access to and use of the Services thereafter. If we make changes to the Terms that will significantly impact your user experience, we will provide notice through our Services or other means to provide you the opportunity to review the changes before they become effective. If you desire, you may terminate the Terms by discontinuing use of the Services. Otherwise, your continued use of the Services will constitute your acceptance of the changed or new terms.

3. Who May Use Services

Our Services are not directed to children under 18. No one under age 13 may provide any information to us directly or through the use of the Services. If you are under 13, do not use or provide any information to us directly or through the use of the Services. We do not knowingly collect personally identifiable information from children under 13. If a parent or guardian of a child under 13 becomes aware that his or her child has provided us personal information without their consent, they should contact us at info@blackambitionprize.com. If we become aware that a child under 13 has provided us with personal information, we will delete such information from our files. Any information provided by an individual older than 13 but younger than 18 must be provided with that individual's parent's or legal guardian's consent, and such parent or guardian hereby agrees to be bound by these Terms on behalf of such minor individual.

Black Ambition is headquartered in the United States of America (USA) and operates the Services in the USA. The Services are provided for and directed to only residents of the USA. If you choose to access our Services from locations outside the United States, you consent to the collection, transmission, use, storage and processing of content and data (including your personal information) in the USA. You also agree to comply with and are solely responsible for ensuring compliance with all local laws, regulations, and rules in the jurisdiction in which you reside or access the Services, if and to the extent local laws are applicable to use of our Services. Unless we have entered into a separate, mutually executed written agreement with you that says otherwise, we do not represent that our Services are appropriate or available for use in jurisdictions outside the United States. The right to access and use the Services is not granted in jurisdictions, if any, where it may be prohibited, or where your use would render Black Ambition in violation of any applicable laws or regulations, including without limitation, all applicable privacy laws.

4. Privacy

[Privacy Policy](#) and Your Privacy Choices. We may need to collect and process your personal data to provide the Services. Black Ambition's practices related to processing of individual personal data is described in our [Privacy Policy and Cookie Statement](#). We encourage you to review the terms of our Privacy Policy and Cookie Statement and your privacy choices before using our Services.

When you interact directly with others while using our Services, you should be cautious about the personal information you decide to share with them. We do not control what others choose to do with any personal information they obtain from users while using our Services, and we cannot be responsible for such use.

5. Consent to Electronic Communication.

By accepting these Terms, you agree that Black Ambition may provide notices and messages to you in the following ways: (1) within the applicable Service; and (2) sent to the contact information methods you provide us (e.g., email, mobile number, etc.). These communications may include notices about your use of the Services (e.g., transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, any requirements that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We have no obligation to store for your later use or access any such electronic communications that we make to you.

We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest to you. You may

unsubscribe from our newsletters or marketing e-mails by using the link in the newsletters or e-mails at any time.

6. Donations; Payments.

You may make a donation online by clicking on the “DONATE” button on the www.blackambitionprize.com website. Donations made through the Service to support Black Ambition are processed on our behalf by our online non-profit fundraising platform, Classy, Inc. (“Classy”), and our third-party payment processors such as Google LLC and Paypal, Inc. (each, a “Third-Party Processor”). When you make a donation, you agree to be bound by Classy’s and the applicable Third-Party Processor’s terms and policies. Donations can be made by debit or credit card (“Payment Card”) or by using an account you hold with a Third-Party Processor, as applicable. If you use a Payment Card, the Third-Party Processor will appear as the merchant for the transaction in your Payment Card statement. You hereby consent and authorize Black Ambition and the applicable Third-Party Processor to share any information and payment instructions you provide with one or more Third-Party Service Provider(s) to the extent required to complete your transactions. You acknowledge that your Payment Card issuing bank or the Third-Party Processor may charge you a fee in connection with processing the payment for your donation. You agree and acknowledge that Black Ambition is not responsible for any such fees. Except in cases of fraud, your donation cannot be canceled or returned once it has been completed. If you become aware of any fraudulent use of your debit card, credit card, or any other payment account, you should review the applicable agreement for the payment account to identify appropriate actions to take. No goods or services will be provided in return for your donation. Black Ambition is a 501(c)(3) charitable organization, and donations are tax deductible to the full extent of the law. Please consult your tax advisor regarding specific questions about your deductions. If you purchase any paid Services or products offered through the Services, you agree to pay the applicable fees and taxes. Paid Services will be subject to additional invoice, payment and refund terms and conditions presented to you at the time of purchase.

7. User Content and Information

A. User Content

(i) User Content. The Services features may include messaging and sharing content that you provide, such as information about you, your activities with Black Ambition, written information and commentary about Black Ambition or relevant third-party content, photos, video files, audio files, and other materials (“User Content”). You agree that Black Ambition is not obligated to publish any User Content and may remove it in its sole discretion, without notice. Black Ambition is not responsible for examining or evaluating User Content. You understand and acknowledge that you are responsible for any User Content you submit or contribute, and you, not Black Ambition, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. Black Ambition is not responsible or liable to any third party for the content or the accuracy of any User Content or materials you or others post. You retain all intellectual property rights to, and are responsible for, any User Content you share or otherwise submit or made available to or through the Services. You grant Black Ambition a non-exclusive, royalty-free, perpetual, irrevocable, worldwide, transferable and sublicensable right to use, copy, modify, translate, distribute, publish, and process any information and User Content that you provide through the Services, without any further consent, notice, accounting, and/or compensation to you or others. You represent and warrant that you own or control all rights in and to the User Content and have the right to grant the license granted about to us and our respective licensees, successors, and

assigns. Because you own your User Content and information and we only have non-exclusive rights to use it, you may choose to make your User Content available to others as you choose.

(ii) Feedback. We welcome your suggestions, ideas, comments, and other feedback regarding the Services (“**Feedback**”). By submitting Feedback, you grant us the non-exclusive, transferable, perpetual, irrevocable, worldwide, fully-paid, royalty-free right (including any moral rights) and sublicensable (through multiple tiers of sublicensees) right and license to use the Feedback for any lawful business purposes, without any restriction or obligation, or any compensation to you.

(iii) Limitations. The Services are only available in English at this time, and are only available in the USA. To the extent you choose to access and use the Services, you do so at your own initiative and agree to use the Services only as permitted by these Terms and any applicable laws or regulations (including any local laws), as well as any additional policies or guidelines Black Ambition may adopt.

(iv) Non-Confidential Data. Any information submitted or communicated to Black Ambition through use of the Services that does not include personal information or data about you is non-confidential and non-proprietary, and Black Ambition may, without compensation to you, incorporate, distribute or otherwise use such information for any commercial or non-commercial purpose. Any personal information or data submitted to Black Ambition through the use of the Services will be collected and used in accordance with our [Privacy Policy](#).

B. Unauthorized Use and User Content

(i) Restrictions. You agree that you will not use the Services for unlawful and unauthorized purposes. You may not use the Services in conflict with these Terms or in violation of any applicable law or regulation. Specifically, you agree that, when using our Services, you will not share or upload User Content that:

- Contains illegal material or promotes illegal activities.
- Contains threats or is intended to organize acts of violence.
- Harasses others through the use of abusive or otherwise inappropriate content directed at private individuals.
- Violates intellectual property, privacy, or other rights of another party. To be clear, you should never share content that you do not have the right to share, claim content that you did not create as your own, or otherwise take someone else’s intellectual property or other proprietary rights. You should always attribute materials used or quoted by you to the original copyright owner.
- Spams others. Do not share irrelevant or advertising, promotional, or solicitation content.

(ii) Prohibited Activities. In addition, unless you have prior written authorization from Black Ambition, you agree not to do any of the following:

- Misrepresent your identity.
- Misrepresent your affiliation with any person or entity, including Black Ambition.
- Share your password or otherwise put your account at risk.
- Use or attempt to use another user’s account.

- Engage in contact mining or soliciting email addresses or other personal information from other users.
- Send promotional communications to other users using information from any site, another user's content, Black Ambition Materials (as defined below), or other Black Ambition hosted resources.
- Develop, support, or use software, devices, scripts, robots or any other means to scrape the Services or otherwise copy profiles or other data from the Services.
- Override any security feature or bypass or circumvent any access controls or use limitations of the Services.
- Post anything that contains viruses, worms, malware, or any other harmful code.
- Reverse-engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology that is not open source.
- Deep-link the Services for any purposes.
- Use bots or other automated methods to access the Services, add or download contacts, send or re-direct messages.
- Monitor availability, performance or functionality of the Services.
- Engage in "framing" or "mirroring" or otherwise simulating the appearance or function of the Services.
- Overlay or otherwise modify the Services or their appearance.
- Interfere with the operation of, or place an unreasonable load on, the Services (e.g., overloading, spamming, mail-bombing, etc.).
- Access, tamper with, or use non-public areas of Black Ambition's systems.
- Attempt to break or circumvent authentication or security measures or otherwise test the vulnerability of Black Ambition systems or networks.
- Reproduce, transfer, sell, resell, or otherwise misuse any content from the Services.
- Assist another user or any other third party in engaging in any of the above behaviors.

(iii) Political Activities. Black Ambition is classified for federal tax purposes as a publicly supported charity that is subject to restrictions on certain activities. In addition, Black Ambition operates and maintains the Services in part with grant funding that is subject to certain restrictions on the use of grant funds. Consequently, except as specifically provided in these Terms, the Services may not be used to conduct any activities defined for federal tax purposes to constitute lobbying, candidate campaign intervention, or a voter registration drive, and you are prohibited from using the Services for any such purposes. Black Ambition reserves the right to monitor any material you post to the Services; to remove from the Services any material that Black Ambition determines, in its sole discretion, may or does violate this prohibition; and to take such steps as it deems prudent, in its sole discretion, to prevent the posting of any such material, including but not necessarily limited to blocking your ability to post content to any or all portion(s) of the Services.

Notwithstanding the foregoing limitations, Black Ambition, in its sole discretion, may choose to conduct or permit you to conduct limited activities defined for federal tax purposes to constitute lobbying or a voter registration drive solely on/in connection with the following sites:

- www.blackambitionprize.com

Such activities are prohibited on any other site owned, operated, or otherwise controlled by Black Ambition unless added to the foregoing list, which may be amended from time to time at the discretion of Black Ambition.

(iv) Internal Messaging. The Services may include the capability for registered users to send messages directly to one or more other registered user(s) within the Services. All limitations on the use of the Services set forth in these Terms apply fully to any communication made via such internal messaging capability.

(v) Unauthorized Content. You are responsible for ensuring that all User Content you share complies with these Terms and applicable law, including respecting the intellectual property and proprietary rights of others. Specifically, you agree not to upload or to provide illegal or inappropriate content or information, or content or information that is protected by intellectual property laws (such as copyright, trademark, patents, etc.) for which you do not have a valid license (“**Unauthorized Content**”).

(vi) Removal and Termination. We reserve the right to remove User Content you share as well as to terminate your further use of the Services in the event you breach these Terms or other applicable Black Ambition terms and conditions, Black Ambition policies, or applicable law or regulations. In addition, we reserve the right to:

- Take any action with respect to any User Content that we deem necessary or appropriate in our sole discretion, including if we believe that such User Content violates the Terms, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public, or could create liability for Black Ambition.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.
- Terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of these Terms.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services. You waive and hold harmless the company from any claims resulting from any action taken by Black Ambition during, or taken as a consequence of, investigations by either Black Ambition or law enforcement authorities.

However, we cannot review all material before it is posted on the Services, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

8. Black Ambition Materials and Trademarks

A. Black Ambition Materials

Black Ambition may, from time to time, provide you access to certain Black Ambition proprietary documentation, content, information, tools, platforms, and other materials (“**Black Ambition Materials**”). You agree that any Black Ambition Materials that Black Ambition provides as part of the Services are licensed to you and may be used by you only in accordance with these Terms as well as any additional license terms and conditions that may accompany the Black Ambition Materials.

- **License to You.** We grant you a limited, personal, non-exclusive, non-transferable, and revocable license to use the Black Ambition Materials and our Services for your own personal, non-commercial use. You may only use the Services on devices that you own or control. Accessing and using our Services and/or Black Ambition Materials does not give you ownership of any intellectual property or proprietary rights in either. Black Ambition and/or its licensors and suppliers retain ownership of all rights, title, and interest in the Services and Black Ambition Materials, and except for the limited use rights expressly granted in these Terms, no other rights or licenses are granted or implied. You may not use the Services in any way that is inconsistent with these Terms or that infringes any intellectual property or proprietary rights of Black Ambition or any third party.

B. Black Ambition Trademarks

Black Ambition names and logos, trade dress, and all related product and service names, design marks and slogans (including, but not limited to Black Ambition, the Black Ambition logo, BLACK AMBITION, BLACK AMBITION PRIZE, and BLACK AMBITION OPPORTUNITY, INC.) are the trademarks or service marks of Black Ambition and/or its licensors (“**Black Ambition Marks**”). While we understand that you may not intend to cause any harm by using our protected Black Ambition Marks, your use of any of the Black Ambition Marks may suggest a relationship or sponsorship of your organization that does not exist. Moreover, as trademark owners, we are obligated under federal and common law to police the use of our marks and must monitor such for unauthorized use; otherwise, we risk the abandonment of our marks as well as the inability to enforce our rights against other third parties. Accordingly, you may not use or reproduce any of the Black Ambition Marks without our express, prior written consent.

9. Third Party Content and Sites

When using our Services, you may encounter content or information that may be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. We do not generally review content provided by our users or other parties. We do not warrant the accuracy, completeness, usefulness, or legality of this information. You agree that we are not responsible for others’ (including other users’) content or information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such information by you or any other user of the Services, or by anyone who may be informed of any of its contents. It is not possible to prevent every possible misuse of our Services, and you agree that we are not responsible for any misuse. If you have questions or concerns about content posted or another user’s behavior, please contact us.

You are responsible for deciding if you want to access or use third-party apps and sites that link from our Services. If you allow a third-party app or site to authenticate you or connect with your Black Ambition account, that app or site can access information on Black Ambition that’s related to you. Third-party

apps and sites have their own legal terms and privacy policies, and you may be giving others permission to use your personal information in ways that Black Ambition would not use it. Except to the limited extent required by applicable law, Black Ambition is not responsible for these other sites and apps—use these at your own risk.

- **Third-Party Apps and Software.** With respect to third party apps and software that may be included in or accessed by our Services (“**Other Software**”), you are not permitted to: (a) reverse-engineer or attempt to derive the source code from, or create derivative works of, the Other Software, or any portion thereof; (b) sublicense or distribute the Other Software or rent, electronically distribute, timeshare, or market the Other Software, (c) access, use, or copy any portion of the Other Software to directly or indirectly develop, promote or support any product or service that is competitive with the same Other Software, (d) remove any identification, patent, trademark, copyright, or other notice from the Other Software; (e) interfere with or disrupt the integrity or performance of the Other Software or third-party data contained therein; (f) attempt to gain unauthorized access to the Other Software, including access to other users’ data; (g) disclose or publish, without the applicable licensor’s express prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Other Software; (h) use the Other Software in any manner that violates any law, rule, regulation or any other legal or regulatory requirement imposed by any regulatory or government agency or political subdivision, whether federal, state, local, or foreign; or (i) use, reproduce, distribute, or permit others to use, reproduce, or distribute any Other Software apart from the Services.
- **Open-Source Software.** The Services may contain software licensed under the terms of separate open-source software licenses (“**Open-Source Software**”). Such Open-Source Software is licensed under the terms of the license that accompanies or is associated with the Open-Source Software. Nothing in these Terms limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for such Open-Source Software.

10. Location Data

Black Ambition, as well as select Black Ambition suppliers, sponsors, and experts, and certain Black Ambition business partners (collectively, “**Black Ambition Business Partners**”) may provide certain features in the Services, such as those that rely on location information. To provide and improve these location-based Services, where available, Black Ambition and the Black Ambition Business Partners may transmit, collect, maintain, process, and use your location data. The location data and queries collected by Black Ambition help provide and improve location-based Services. Black Ambition also uses location data, in an aggregated and de-identified format, to measure the outputs/outcomes of our programs. By providing consent and using any location-based features provided by or through the Services (including by accessing your device’s camera, microphone, or storage), you agree and consent to the transmission, collection, maintenance, processing and use of your location data and queries to provide and improve such Services. You may withdraw this consent at any time by going to the settings on your device and either turning off the global location services setting or turning off the individual location setting for the Services at issue. You agree and acknowledge that some Services will not be available once the Location Services setting on your device has been turned off.

11. Take Down Policy and Copyright

You acknowledge and agree that Black Ambition reserves the right to remove any material, including your User Content, from any Black Ambition site for any reason, including if Black Ambition receives

notification claiming such material is Unauthorized Content or if it determines, in its sole discretion, that the User Content violates these Terms. It is Black Ambition's policy to terminate access or participation privileges of any user who repeatedly infringes copyright upon prompt notification to Black Ambition by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Services in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of the location on the Services of the material that you claim is infringing; (d) your address, telephone number and e-mail address; (e) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for Black Ambition's Copyright Agent for notice of claims of copyright infringement is as follows: Black Ambition Opportunity Inc, 360 NW 27TH st. Miami, FL 33127, info@blackambitionprize.com.

12. No Warranty

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THAT YOUR USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND SOLE RISK. BLACK AMBITION AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, EXPERTS, SPONSORS, CONTRACTORS, AND LICENSORS (COLLECTIVELY, THE "**BLACK AMBITION AFFILIATES**") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT ANY WARRANTY EXISTS UNDER LAW THAT CANNOT BE DISCLAIMED, BLACK AMBITION SHALL BE SOLELY RESPONSIBLE FOR SUCH WARRANTY.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BLACK AMBITION OR THE BLACK AMBITION AFFILIATES BE LIABLE FOR PERSONAL INJURY, OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INDIRECT DAMAGES OR FOR LOST PROFITS, LOST INCOME OR REVENUE, LOSS OF USE, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, COST OF SUBSTITUTE GOODS, OR BUSINESS INTERRUPTION, WHETHER OR NOT BLACK AMBITION WAS AWARE OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES AND EVEN IF SUCH DAMAGES WERE FORESEEABLE. IN NO EVENT SHALL BLACK AMBITION OR THE BLACK AMBITION AFFILIATES' TOTAL LIABILITY TO YOU UNDER THESE TERMS FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF U.S. ONE HUNDRED DOLLARS (USD \$100.00).

IN ADDITION, BLACK AMBITION AND THE BLACK AMBITION AFFILIATES DISCLAIM ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS, AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SERVICES. YOUR SOLE REMEDY AGAINST BLACK AMBITION AND THE BLACK AMBITION AFFILIATES FOR DISSATISFACTION WITH THE SERVICES IS TO STOP USING THE SERVICES.

THIS LIMITATION OF LIABILITY IS A PART OF THE BARGAIN BETWEEN YOU AND BLACK AMBITION, AND BLACK AMBITION WOULD NOT HAVE ENTERED INTO THESE TERMS WITH YOU WITHOUT THIS LIMITATION OF LIABILITY.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

14. Indemnity

At Black Ambition's request, you agree to indemnify, defend, and hold harmless Black Ambition and the Black Ambition Affiliates from any and all demands, losses, liability, damages, claims, suits, costs and/or expenses (including attorneys' fees) arising out of: (1) your use or attempted use of the Services in violation of these Terms; (2) your violation of any law or rights of any third party in connection with your use of the Services; and/or (3) your contribution of User Content and your use or contribution of Unauthorized Content, including without limitation any claim of infringement or misappropriation of intellectual property or other proprietary rights.

You also agree that you will indemnify, defend, and hold harmless Black Ambition and the Black Ambition Affiliates from all claims arising out of or related to your access or use of, or your inability to access or use, the Services, including any information or material viewed or downloaded from the Services that appear to you or are construed by you to be obscene, offensive, or defamatory.

15. Governing Law and Jurisdiction

All matters relating to the Services and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Services shall be instituted exclusively in the federal courts of the United States or the courts of the State of California although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

16. Waiver and Severability

No waiver by Black Ambition of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Black Ambition to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.