

# KelbyOne Terms of Use

**Last Updated: June 29, 2026**

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE KELBYONE WEBSITE OR SERVICES. BY ACCESSING OR USING THE SITE OR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, DO NOT USE THE SITE OR SERVICES.

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## 1. Acceptance of Terms of Use

These Terms of Use (“Terms”) constitute a legally binding agreement between you (“Member,” “you,” or “your”) and KelbyOne, LLC, a Florida limited liability company (“KelbyOne,” “we,” “us,” or “our”), governing your access to and use of the KelbyOne website located at kelbyone.com and any related websites, applications, products, and services (collectively, the “Site” or “Service”).

By creating an account, purchasing a membership, or otherwise accessing or using the Service, you represent that: (a) you are at least 18 years of age or the legal age of majority in your jurisdiction; (b) you have read and agree to these Terms; and (c) you have the legal authority to enter into this agreement. If you are accessing the Service on behalf of a business or other legal entity, you represent that you have authority to bind that entity to these Terms.

If you do not agree to these Terms, you must immediately stop using the Service.

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## 2. Changes to Terms of Use

KelbyOne reserves the right to modify these Terms at any time in its sole discretion. We will notify you of material changes by sending an email to the address associated with your account within (30) days of the effective date of the change. Non-material changes may be made without advance notice and will be indicated by an updated “Last Updated” date at the top of this page.

Your continued use of the Service after any modification becomes effective constitutes your acceptance of the revised Terms. If you do not agree to the modified Terms, you must discontinue use of the Service before the effective date of the change.

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### 3. Privacy

Your use of the Service is also governed by our Privacy Policy, which is incorporated into these Terms by reference. By using the Service, you consent to the data practices described in our Privacy Policy. Please review our Privacy Policy carefully to understand how we collect, use, and share information about you.

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### 4. Communication Preferences

By creating an account with KelbyOne, you consent to receive electronic communications from us, including emails about your account, billing, service updates, and marketing materials (subject to applicable opt-out rights). You may opt out of marketing communications at any time by clicking the “unsubscribe” link in any marketing email or by updating your account preferences. Transactional and account-related communications (e.g., billing receipts, password resets, material Terms changes) are not subject to opt-out and will be sent as needed to maintain your account.

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### 5. Membership Subscriptions, Billing, Cancellation & Money Back Guarantee

#### 5(a) Membership Plans

KelbyOne offers subscription-based access to its educational content through several membership plans, including monthly and annual options. All plans provide access to KelbyOne’s online library of photography education content as described on the Site at the time of purchase. Features, pricing, and available plans are subject to change with notice as provided in Section 2.

#### 5(b) Free Trials and Auto-Conversion

**IMPORTANT — FREE TRIAL AUTO-RENEWAL NOTICE:** If you sign up for a free trial, your trial will automatically convert to a paid subscription at the end of the trial period unless you cancel before the trial ends. YOU WILL BE CHARGED THE APPLICABLE SUBSCRIPTION RATE AT THE END OF YOUR TRIAL PERIOD WITHOUT FURTHER NOTICE. To avoid being charged, you must cancel your membership before the trial period expires. Cancellation instructions are in Section 5(f) below.

## 5(c) Automatic Renewal

**IMPORTANT — AUTO-RENEWAL NOTICE:** Your KelbyOne membership will automatically renew at the end of each subscription period (monthly or annually) at the then-current rate unless you cancel before the renewal date. For monthly subscriptions, you will be charged on the same day each month. For annual subscriptions, you will be charged annually on the anniversary of your start date.

**Annual Renewal Reminder:** For annual subscribers, KelbyOne will send a renewal reminder email to your account email address within thirty (30) days before your annual renewal date. It is your responsibility to keep your account email address current.

## 5(d) Billing and Payment

You authorize KelbyOne to charge your payment method on file for all applicable fees when due. You are responsible for providing and maintaining current, accurate payment information. If your payment method fails, we may attempt to collect payment multiple times and may suspend or terminate your membership if payment cannot be processed.

## 5(e) California Auto-Renewal Disclosure

**For California Residents:** In accordance with California Business and Professions Code § 17600 et seq., the following applies to your membership: (1) Your membership will automatically renew at the end of each subscription period at the then-current rate; (2) Your payment method on file will be charged automatically unless you cancel; (3) You may cancel your membership at any time as described in Section 5(f); (4) Cancellation will take effect at the end of the current paid period; (5) KelbyOne will provide a reminder notice within 15–45 days before your annual renewal date. For California subscribers, this disclosure constitutes the “clear and conspicuous” notice required by California law.

## 5(f) Cancellation

You may cancel your KelbyOne membership at any time without contacting customer support by logging into your account and navigating to your account settings. You do not need to call or email KelbyOne to cancel. Upon cancellation: (a) your membership will remain active through the end of your current paid billing period; (b) you will not receive a refund for the unused portion of the current period, except as provided in the Money Back Guarantee below or as required by applicable law; and (c) your access to KelbyOne content will terminate at the end of the paid period.

## 5(g) Money Back Guarantee

KelbyOne offers a money-back guarantee for new members. If you are not satisfied with the Service, you may request a full refund within ten (10) days of your initial purchase (for monthly plans) or within thirty (30) days of your initial purchase (for annual plans). The Money Back Guarantee applies only to your first subscription purchase and does not apply to renewals. To request a refund under the Money Back Guarantee, contact KelbyOne customer support at support@kelbyone.com.

## 5(h) EU Right of Withdrawal — Digital Content Waiver

**For European Union Members:** Pursuant to Article 16(m) of the EU Consumer Rights Directive, you acknowledge and expressly agree that: (1) KelbyOne's Service constitutes digital content not supplied on a tangible medium; (2) performance of the Service begins immediately upon confirmation of your purchase; and (3) by expressly consenting to immediate performance and acknowledging that you thereby lose your right of withdrawal under EU law, you waive the 14-day right of withdrawal provided by EU Directive 2011/83/EU. This waiver does not affect any other statutory rights you may have under applicable EU law. If you do not consent to immediate performance, you must not purchase or access the Service.

## 5(i) Gift Memberships

KelbyOne offers gift membership subscriptions. The following terms apply to gift memberships:

- **Purchaser:** The person purchasing a gift membership ("Gift Purchaser") pays the full subscription price at the time of purchase. The Gift Purchaser is not the recipient's billing contact for renewal purposes.
  - **Recipient:** The person receiving the gift membership ("Gift Recipient") redeems the gift code to activate the membership. Upon redemption, the Gift Recipient is bound by these Terms.
  - **Duration:** Gift memberships are for the term indicated at purchase (monthly or annual) and do not auto-renew unless the Gift Recipient separately enrolls in a recurring subscription.
  - **Money Back Guarantee:** The standard Money Back Guarantee described in Section 5(g) applies to gift memberships and runs from the date of purchase.
  - **Gift Code Refunds:** Gift codes are non-refundable to the Gift Purchaser after the Gift Recipient has redeemed the code. Unredeemed gift codes may be refunded to the Gift Purchaser within thirty (30) days of purchase.
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## 6. KelbyOne Service

### 6(a) License Grant

Subject to these Terms and your payment of applicable fees, KelbyOne grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Service for your personal, non-commercial educational purposes only. This license does not include any right to download, copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any content from the Service except as expressly permitted herein.

### 6(b) Credential Sharing Prohibition

Your KelbyOne membership is for individual use only. You may not share your login credentials (username and password) with any person outside your household. Each person who accesses the Service must have their own individual membership account. Sharing account credentials with persons outside your household is a material breach of these Terms and may result in immediate termination of your membership without refund. For information about multiple-seat or educational institution licenses, see Section 7.

### 6(c) Authorized Use

You may access and view KelbyOne content for your own personal educational use only. You may not use the Service for any commercial purpose, including teaching classes, conducting workshops, or otherwise presenting KelbyOne content to any audience (whether paying or not), without prior written authorization from KelbyOne.

### 6(d) Authorized Viewing — Public Performance Prohibition

The Service is licensed for private, individual viewing only. **You may not publicly perform, publicly display, or publicly broadcast any KelbyOne content, including by streaming, projecting, or displaying content in a classroom, club meeting, public space, or any group setting, without prior written authorization from KelbyOne.** This prohibition applies regardless of whether any fee is charged for attendance.

**Narrow exception:** KelbyOne may authorize certain officially-designated affiliates and promotional partners to display brief clips of KelbyOne content for promotional purposes only. Such authorization must be in writing from KelbyOne. Absent such written authorization, no public performance or display rights are granted.

## 6(e) Technical Requirements

You are responsible for obtaining and maintaining the equipment, software, and internet connection necessary to access the Service. KelbyOne does not guarantee that the Service will be compatible with all devices or operating systems.

## 6(f) Suspension and Termination

KelbyOne may suspend or terminate your account and access to the Service for any of the following reasons: (a) violation of these Terms; (b) failure to pay applicable fees; (c) fraudulent or abusive conduct; (d) conduct that KelbyOne determines, in its sole discretion, is harmful to other users, KelbyOne, or third parties; or (e) upon your request. Upon termination, your license to use the Service immediately terminates. Termination does not release you from any obligations accrued prior to termination. Sections that by their nature should survive termination (including Sections 12, 15, 17, 19, 24, 25, and 28) shall survive termination of these Terms.

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## 7. Educational Institution Use

Educational institutions seeking to provide KelbyOne access to multiple users should contact KelbyOne at [support@kelbyone.com](mailto:support@kelbyone.com) for information about institutional licensing. Unauthorized use of a single personal account by multiple individuals at an educational institution is a violation of these Terms and may result in account termination.

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## 8. Accessibility

KelbyOne is committed to making its educational content accessible to all users. We make good-faith efforts to provide: (a) closed captioning on instructional video content; (b) written transcripts where feasible; and (c) reasonable accommodations upon request. If you require an accommodation to access the Service, please contact us at [support@kelbyone.com](mailto:support@kelbyone.com). We will make commercially reasonable efforts to address your needs, though we cannot guarantee that all accommodations can be provided.

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## 9. KelbyOne Events LLC Carve-Out

KelbyOne conducts certain online live and in-person educational events and conferences (such as Photoshop World and similar events) through a separate legal

entity, **KelbyOne Events LLC**. In-person events are governed by the separate purchase terms and event-specific policies applicable to those events, which are presented at the time of event registration and purchase. If you have questions of terms, please contact KelbyOne Events LLC directly through the event registration portal.

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## 10. Affiliate Program Acknowledgment

KelbyOne may, from time to time, grant certain individuals or entities limited promotional and marketing rights on a case-by-case basis pursuant to a separate written authorization (“Affiliate Authorization”). Absent a current, valid Affiliate Authorization signed by an authorized representative of KelbyOne, no person or entity has any right to display, distribute, reproduce, or otherwise exploit KelbyOne’s name, brand, trademarks, or content for promotional purposes. If you are interested in becoming a KelbyOne affiliate, please contact us at [legal@kelbyone.com](mailto:legal@kelbyone.com).

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## 11. Passwords & Account Access

You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to: (a) create a strong, unique password for your KelbyOne account; (b) not share your credentials with any person outside your household; (c) notify KelbyOne immediately at [support@kelbyone.com](mailto:support@kelbyone.com) if you become aware of any unauthorized access to your account; and (d) ensure that you log out of your account at the end of each session on shared devices.

KelbyOne will not be liable for any loss or damage arising from your failure to comply with these obligations. You may be held liable for losses incurred by KelbyOne or other users due to someone else using your account as a result of your failure to keep your account credentials secure.

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## 12. User Contributions

### 12(a) Permitted Contributions

The Service may allow you to post, submit, upload, or otherwise contribute comments, reviews, photographs, creative works, and other content (“User Contributions”). You retain ownership of any intellectual property rights in your User Contributions, subject to the license grant below.

## 12(b) License Grant for User Contributions

By submitting any User Contribution, you grant KelbyOne a worldwide, non-exclusive, royalty-free, sublicensable, perpetual license to use, reproduce, modify, adapt, publish, translate, distribute, publicly perform, and publicly display your User Contributions in any media format and through any media channels, including for purposes of operating, promoting, and improving the Service.

## 12(c) AI/ML Training Prohibition

Notwithstanding Section 12(b), **KelbyOne will not sell, license, or otherwise transfer your User Contributions to third parties for the purpose of training third-party artificial intelligence or machine learning models.** KelbyOne may use aggregated, anonymized data derived from Service usage to improve its own internal recommendation and personalization systems, but will not sell or transfer individually identifiable User Contributions for third-party AI training purposes.

## 12(d) Moral Rights

To the extent permitted by applicable law, you waive any moral rights (including rights of attribution and integrity) you may have in your User Contributions with respect to KelbyOne's use of such contributions under the license granted in Section 12(b). For users in jurisdictions where moral rights cannot be waived by contract (including certain civil-law jurisdictions in the European Union), you instead grant KelbyOne a non-exclusive license to exercise such rights to the extent reasonably necessary to fulfill the purposes of the license in Section 12(b). KelbyOne will make reasonable good-faith efforts to provide attribution where practicable.

## 12(e) Representations and Warranties

By submitting any User Contribution, you represent and warrant that: (a) you own or have all necessary rights to the User Contribution and to grant the license in Section 12(b); (b) your User Contribution does not infringe any third party's intellectual property rights, privacy rights, or any other rights; (c) your User Contribution does not violate any applicable law; and (d) your User Contribution complies with the Content Standards in Section 14.

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## 13. Monitoring & Enforcement of User Contributions; Termination

KelbyOne reserves the right, but has no obligation, to monitor User Contributions. We may remove any User Contribution at any time, for any reason, without notice.

KelbyOne may terminate or suspend your access to the Service for submitting User Contributions that violate these Terms, applicable law, or that KelbyOne determines in its sole discretion are harmful, offensive, or otherwise inappropriate.

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## 14. Content Standards

All User Contributions must comply with the following standards. User Contributions must not:

- (a) Be false, misleading, deceptive, or fraudulent;
  - (b) Infringe any copyright, trademark, patent, trade secret, or other intellectual property right of any person or entity;
  - (c) Violate the privacy, publicity, or other personal rights of any person;
  - (d) Be defamatory, obscene, abusive, harassing, threatening, or offensive;
  - (e) Contain sexually explicit or pornographic material;
  - (f) Promote discrimination, bigotry, racism, hatred, or harm against any individual or group;
  - (g) Violate any applicable local, state, national, or international law or regulation;
  - (h) Contain any viruses, malware, or other harmful or disruptive software;
  - (i) Impersonate any person or entity, including KelbyOne staff or instructors; or
  - (j) Advertise or promote any commercial product or service without KelbyOne's prior written consent.
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## 15. Disclaimers of Warranties & Limitations on Liability

### 15(a) Disclaimer of Warranties

THE SERVICE AND ALL CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. KELBYONE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF

VIRUSES OR OTHER HARMFUL COMPONENTS. KELBYONE DOES NOT WARRANT THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY CONTENT AVAILABLE THROUGH THE SERVICE.

### 15(b) Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL KELBYONE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, OR LOSS OF GOODWILL, ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE SERVICE, EVEN IF KELBYONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL KELBYONE'S TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE EXCEED THE GREATER OF: (A) THE AMOUNT YOU PAID TO KELBYONE IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM; OR (B) ONE HUNDRED DOLLARS (\$100.00).

### 15(c) Essential Basis

THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION REFLECT A REASONABLE ALLOCATION OF RISK AND ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND KELBYONE. KELBYONE WOULD NOT HAVE ENTERED INTO THESE TERMS OR PROVIDED THE SERVICE WITHOUT THESE LIMITATIONS.

### 15(d) Jurisdictional Limitations

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH CASES, KELBYONE'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

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## 16. Gifts & Promotions

From time to time, KelbyOne may offer promotions, gift cards, or other incentives. Such promotions are subject to any additional terms and conditions specified at the time of the promotion and may be modified or discontinued at any time. Promotional credits have no cash value and are not transferable unless specifically stated. Please refer to the specific terms applicable to any promotion in which you participate.

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## 17. Intellectual Property

### 17(a) KelbyOne Content

All content on the Service, including but not limited to video content, course materials, images, text, graphics, logos, audio clips, and software (“KelbyOne Content”), is owned by or licensed to KelbyOne and is protected by United States and international copyright, trademark, and other intellectual property laws. You may not use, copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any KelbyOne Content except as expressly permitted by these Terms.

### 17(b) Trademarks

“KelbyOne,” the KelbyOne logo, and all related marks are trademarks or registered trademarks of KelbyOne, LLC. You may not use KelbyOne’s trademarks, service marks, logos, or trade dress without prior written permission from KelbyOne. Any suspected unauthorized use of KelbyOne’s marks may be reported to [legal@kelbyone.com](mailto:legal@kelbyone.com).

### 17(c) Anti-Circumvention

You may not circumvent, disable, or otherwise interfere with security-related features of the Service, including features that prevent or restrict copying or use of any content or that enforce limitations on use of the Service. Circumvention of technological protection measures is prohibited under 17 U.S.C. § 1201 (the Digital Millennium Copyright Act), and KelbyOne reserves all rights and remedies available under that statute.

### 17(d) DMCA Copyright Policy

KelbyOne respects the intellectual property rights of others and expects users to do the same. In accordance with the Digital Millennium Copyright Act, 17 U.S.C. § 512 (“DMCA”), KelbyOne has a policy of removing content that infringes the copyright rights of others. If you believe your copyrighted work has been copied and made accessible

on the Service in a way that constitutes infringement, you may notify KelbyOne's Designated Copyright Agent:

**KelbyOne, LLC — DMCA Agent** Email: [dmca@kelbyone.com](mailto:dmca@kelbyone.com)

Your notice must include: (1) identification of the copyrighted work claimed to be infringed; (2) identification of the infringing material and its location on the Service; (3) your contact information; (4) a statement that you have a good-faith belief that the use is not authorized; (5) a statement, under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the owner's behalf; and (6) your physical or electronic signature.

### 17(e) Repeat Infringer Policy

KelbyOne maintains a policy of terminating, in appropriate circumstances and at KelbyOne's sole discretion, the accounts of users who are repeat infringers. KelbyOne may also, at its discretion, limit access to the Service and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is a pattern of repeat infringement. To deter fraudulent infringement claims, KelbyOne may verify the identity and authorization of DMCA claimants before acting on any notice and reserves the right to counter-notify or pursue legal action against persons who submit materially false DMCA notices.

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## 18. International Users

### 18(a) Global Access with Compliance Requirements

KelbyOne's Service is operated from the United States and is available globally, including to users in the European Union and other international jurisdictions. If you access the Service from outside the United States, you do so on your own initiative and are responsible for compliance with applicable local laws and regulations in your jurisdiction.

### 18(b) Export Controls

You represent that you are not located in a country subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties.

## 18(c) EU Compliance

For EU members, KelbyOne processes personal data in accordance with its Privacy Policy, which is designed to comply with the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679). See also the EU-specific provisions in Section 5(h) (right of withdrawal) and in the Privacy Policy.

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## 19. Governing Law & Forum Selection

These Terms and any dispute or claim arising out of or relating to these Terms or the Service (except as provided in Section 24 regarding arbitration) shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict-of-law provisions, to the fullest extent permitted by applicable law.

For any dispute not subject to arbitration under Section 24, you consent to the exclusive personal jurisdiction of the state and federal courts located in Pinellas County, Florida. You waive any objection that such courts are an inconvenient forum.

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## 20. Applications

If you access the Service through a mobile application, the following additional terms apply: (a) your use is also subject to the applicable terms of the app marketplace through which you downloaded the application (e.g., Apple App Store, Google Play); (b) the app marketplace provider has no obligation to furnish maintenance or support for the application; and (c) the app marketplace provider is a third-party beneficiary of these Terms solely with respect to the application terms, and upon your acceptance of these Terms, such marketplace provider will have the right to enforce these Terms against you as a third-party beneficiary.

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## 21. Use of Information Submitted (Feedback)

If you submit to KelbyOne any feedback, suggestions, ideas, improvements, or other information related to the Service (“Feedback”), you agree that such Feedback is not confidential and that KelbyOne may use such Feedback for any purpose, including improving the Service and developing new products and features, without any compensation or attribution to you. To the extent you may have any moral rights in Feedback, you waive such rights to the fullest extent permitted by applicable law, or,

where waiver is not permitted, grant KelbyOne a license to exercise such rights as described in Section 12(d).

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## 22. Use of Content for Service Improvement & AI/ML Training

KelbyOne may use data about your use of the Service — including viewing patterns, search queries, course completion rates, and similar usage data — to improve and personalize the Service, including through automated systems and machine learning. This data is used to improve KelbyOne’s own services and is not sold to third parties for third-party AI training purposes. KelbyOne will not use individually identifiable User Contributions (as defined in Section 12) for third-party AI training without your explicit consent.

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## 23. Customer Support

For assistance with your account, billing questions, technical issues, or other inquiries, please contact KelbyOne customer support at:

**Email:** [support@kelbyone.com](mailto:support@kelbyone.com) **Website:** [kelbyone.com/support](https://kelbyone.com/support)

KelbyOne will make commercially reasonable efforts to respond to customer support inquiries within a reasonable time. KelbyOne reserves the right to modify its support hours and response times at any time.

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## 24. Arbitration Agreement

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND YOUR RIGHT TO A JURY TRIAL.

### 24(a) Agreement to Arbitrate; Jury Trial Waiver

**EXCEPT AS PROVIDED BELOW, YOU AND KELBYONE AGREE THAT ALL DISPUTES AND CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE SHALL BE RESOLVED BY BINDING ARBITRATION RATHER THAN IN COURT. BY AGREEING TO ARBITRATION, YOU AND KELBYONE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY. YOU AND KELBYONE ARE ALSO**

## **WAIVING THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION, EXCEPT AS SET FORTH IN SECTION 24(g).**

This Arbitration Agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the “FAA”), and not by any state arbitration law. The FAA’s provisions govern the interpretation, enforcement, and effect of this Section 24 to the fullest extent possible.

### **24(b) Informal Dispute Resolution — Required 60-Day Period**

Before initiating any arbitration or court proceeding, you must first attempt to resolve the dispute informally. You must send KelbyOne written notice of your dispute to [legal@kelbyone.com](mailto:legal@kelbyone.com) (or by certified mail to KelbyOne’s registered agent). KelbyOne will send written notice of any dispute to your account email address. You and KelbyOne will then attempt to resolve the dispute through informal negotiation within sixty (60) days after written notice is received by the receiving party (the “Informal Resolution Period”). If the dispute is not resolved within the Informal Resolution Period, either party may then proceed to arbitration as described below.

### **24(c) Arbitration Procedures**

Any unresolved dispute shall be submitted to final and binding arbitration administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (available at [adr.org](http://adr.org)) or, for disputes involving multiple parties under AAA’s Mass Arbitration Supplementary Rules where applicable, as described in Section 24(h). The arbitration shall take place in Pinellas County, Florida, or, at your election, via telephone or videoconference. The arbitrator shall have the authority to award any relief available in an individual lawsuit.

### **24(d) Email Notice for Arbitration**

In lieu of mailing a written arbitration demand, either party may initiate arbitration by sending notice to the other party at their designated email address ([legal@kelbyone.com](mailto:legal@kelbyone.com) for KelbyOne; your account email address for you), provided that such email notice substantially complies with the AAA Consumer Arbitration Rules regarding the content of an arbitration demand.

### **24(e) Costs**

If you initiate arbitration, KelbyOne will pay all AAA filing, administrative, and arbitrator fees for claims of \$10,000 or less, unless the arbitrator finds your claim is frivolous. For claims over \$10,000, the AAA fee schedule will apply. Each party is responsible for its

own attorneys' fees unless the arbitrator finds that either the claim or the defense was frivolous, in which case the arbitrator may award fees to the prevailing party.

#### 24(f) Small Claims Exception

Notwithstanding this Arbitration Agreement, either party may bring an individual action in small claims court for disputes within that court's jurisdictional limit, provided the dispute meets the requirements for small claims court in the applicable jurisdiction.

#### 24(g) Class Action Waiver and Severability

**YOU AND KELBYONE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** The arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

**Severability of Class Waiver:** If the class action waiver in this Section 24(g) is found to be unenforceable with respect to a particular claim or set of claims, then the Arbitration Agreement shall remain in full force and effect with respect to all other claims. The unenforceability of the class action waiver with respect to specific claims shall not render the entire Arbitration Agreement void or unenforceable.

#### 24(h) Mass Arbitration

If twenty-five (25) or more similar claims are filed against KelbyOne by or with the assistance of the same law firm, group of firms, or coordinated effort, those claims shall be subject to the AAA Mass Arbitration Supplementary Rules (effective January 2024, available at [adr.org](http://adr.org)). Under those rules, a representative sample of claims may be selected for initial arbitration, and any remaining claimants will be bound by the outcomes of the bellwether proceedings as applicable.

#### 24(i) Sexual Harassment and Assault Claims

Notwithstanding any other provision of this Section 24, any claim arising from or relating to sexual harassment, sexual assault, or related conduct is excluded from this Arbitration Agreement pursuant to the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021, 9 U.S.C. §§ 401-402. Such claims may be brought in court and shall be subject to the governing law and forum selection provisions of Section 19.

## 24(j) Opt-Out Right

You may opt out of this Arbitration Agreement by sending written notice to KelbyOne at [legal@kelbyone.com](mailto:legal@kelbyone.com) within thirty (30) days of the date you first agreed to these Terms. Your notice must include your name, your account email address, and a clear statement that you are opting out of the Arbitration Agreement. If you opt out, disputes between you and KelbyOne shall be resolved exclusively in court as provided in Section 19.

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## 25. Indemnification

You agree to defend, indemnify, and hold harmless KelbyOne, its officers, directors, employees, agents, licensors, and service providers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to: (a) your violation of these Terms; (b) your User Contributions; (c) your use of the Service; (d) your violation of any third party's rights, including intellectual property rights; or (e) your violation of any applicable law.

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## 26. Entire Agreement

These Terms, together with the Privacy Policy and any other terms incorporated herein by reference, constitute the entire agreement between you and KelbyOne with respect to the Service and supersede all prior and contemporaneous agreements, representations, and understandings, whether written or oral. No waiver of any provision of these Terms shall be deemed a further or continuing waiver of such provision or any other provision, and KelbyOne's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

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## 27. Force Majeure

KelbyOne shall not be liable for any failure or delay in the performance of its obligations under these Terms to the extent that such failure or delay is caused by circumstances beyond KelbyOne's reasonable control, including but not limited to acts of God, natural disasters, pandemic or public health emergency, war, terrorism, government action,

labor disputes, power failures, internet or telecommunications outages, or third-party service failures (“Force Majeure Event”).

**Prolonged Outage Credit:** In the event of a Force Majeure Event that causes a disruption to the Service lasting more than seven (7) consecutive days, KelbyOne will provide affected subscribers with a pro-rata credit equal to the number of days of disruption exceeding seven days, calculated against the subscriber’s monthly or annual rate. Such credit will be applied to the subscriber’s account within thirty (30) days following restoration of the Service. The credit described in this paragraph is the subscriber’s sole and exclusive remedy for service disruptions caused by a Force Majeure Event.

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## 28. Survival

The following sections of these Terms shall survive expiration or termination of your membership and/or these Terms for any reason: Section 12 (User Contributions and license grant), Section 14 (Content Standards), Section 15 (Disclaimers of Warranties and Limitations on Liability), Section 17 (Intellectual Property), Section 19 (Governing Law and Forum Selection), Section 21 (Use of Information Submitted), Section 24 (Arbitration Agreement), Section 25 (Indemnification), Section 26 (Entire Agreement), Section 28 (Survival), and Section 29 (Testimonials).

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## 29. Testimonials

From time to time, KelbyOne may publish testimonials, reviews, or quotes from members on the Service or in marketing materials. By submitting a testimonial or review through the Service or to KelbyOne directly, you grant KelbyOne a perpetual, royalty-free, worldwide license to use, reproduce, and display such testimonial in connection with promoting the Service. KelbyOne will not alter the substantive content of your testimonial without your consent, though we may edit for length, grammar, or formatting.

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## Contact Information

**KelbyOne, LLC** Privacy inquiries: [privacy@kelbyone.com](mailto:privacy@kelbyone.com) DMCA/copyright: [dmca@kelbyone.com](mailto:dmca@kelbyone.com) Legal/trademark: [legal@kelbyone.com](mailto:legal@kelbyone.com) Accessibility:

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