

Solis Rub Terms and Conditions

Last Modified: May 31, 2024

ACCEPTANCE OF THE TERMS OF USE

Welcome to our online store! The terms of use are entered into by and between You and Solis Rub, LLC (the "Company," "we," or "us"). The following terms and conditions, together with the Company's Privacy Policy (defined below) (collectively, "Terms of Use"), govern your access to and use of www.solisrub.com, including any content, functionality, and services offered on or through www.solisrub.com (the "Website"), whether as a guest or registered member.

Please read the Terms of Use carefully before you start to use the Website. By using the Website, you accept and agree to be bound and abide by these Terms of Use. If you do not want to agree to these Terms of Use, you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older, and reside in the United States, Canada, or Saint Kitts. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

CHANGES TO THE TERMS OF USE

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction and Arbitration below will not apply to any disputes for which the parties have actual notice on or before the date of the change is posted on the Website.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access this Website so you are aware of any changes, as they are binding on You.

PRIVACY

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all of the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, is governed by the Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

ELECTRONIC COMMUNICATIONS

When you visit the Website or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

INTELLECTUAL PROPERTY RIGHTS

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.

You may store files that are automatically cached by your Web browser for display enhancement purposes.

You may print [or download] one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.

If we provide social media features (www.solisrub.com, <https://www.facebook.com/Solis.Rub.Products>, https://www.instagram.com/Solis_rub) with certain content, you may take such actions as enabled by such features.

You must not:

Modify copies of any materials from this Website.

Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.

Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the

Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

TRADE MARKS

The Company name, the Company Logo, the Solis Rub trademark and trade dress, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such trademarks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

USING THE WEBSITE

Permitted Uses: Our Website is intended to provide customers a space to purchase Solis Rub products, post reviews of said products, and to interact with other Solis Rub customers. Subject to the full compliance with these Terms of Use, we grant authorized users a nonexclusive, nontransferable, non-sublicensed, terminable at will license to access and use this Website solely for the foregoing permitted uses. It is a condition of your use of the Website (including any submission or access to any ratings, reviews, and other communications) that you agree only to use this Website solely for its intended purposes.

YOUR USE MUST BE LAWFUL: You may use our Website only for lawful purposes and only in accordance with these Terms of Use. Without limiting the foregoing general prohibition, you agree not to use the Website:

In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States).

For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way, including, without limitation, by exposing them to inappropriate content or asking for personally identifiable information.

To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms of Use. Without limited the foregoing, you may not knowingly provide (or submit) defamatory, false, or misleading information of use the Website in any way that would, in Our sole judgment, undermine our customer review and rating services.

Use our Website in any way that could interfere with the use and enjoyment of Our Website by other members and authorized users.

To transmit, or procure the sending of, any advertising or promotional material, including “junk mail,” “chain letter,” “spam,” or any other similar solicitation.

To impersonate or attempt to personate the Company, a Company employee, a Company affiliate, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).

To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us in our sole discretion, may harm the Company or users of the Website, or expose them to liability.

Further, You agree not to:

Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.

Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.

Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in the Terms of Use.

Use any device, software, or routine that interferes with the proper working of the Website.

Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.

Attach the Website via a denial-of-service attack or a distributed denial-of-service attack.

Otherwise attempt to interfere with the proper working of the Website.

YOUR MEMBERSHIP ACCOUNT

We hope that you will join us as a "Solis Rub" member. If you do, we will require that you create an account to use or access certain services and sections of our Website that are only available to members. You will also be required to provide additional information, including, but not limited to, your address and contact information, information on your industry, and information on your sales. This information is subject to our Privacy Policy and is to be used by us to, among other things, develop our database and deliver better services to all users. As a condition of you becoming a member, you will agree to provide us with true, accurate, current, and complete information. We are relying on this information.

If you become a member, you are responsible for maintaining the confidentiality of your account log in ID and password and for restricting access to your computer. We caution you to not share this information with anyone. As a member, you agree to accept responsibility for all activities that occur under your account or password. The Company and its associates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

USER CONTRIBUTIONS

The Website may contain message boards, forums, bulletin boards, comment boards, review pages, and other interactive features (collectively the "Interactive Services") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "post") content or materials (collectively "User Contributions") on or through the Website.

All User Contributions must comply with the Content Standards set out in these Terms of Use. No review, rating or other User Contribution may include an advertisement, phone number, hyperlink or web address.

Grant of License to Us: It is a condition to all posts and User Contributions (and the use of all Interactive Services) that you grant to the Company a perpetual, worldwide, irrevocable, royalty free, transferable (and sublicensable) license to use, reproduce, copy, adapt, modify, distribute, publicly display your posts and User Contributions. You represent and warrant that you are authorized to grant the foregoing license. You further represent and warrant that all of your posts and User Contributions with, to the best of your knowledge and belief, be truthful and that they will not infringe in any way on the copyright or other legal rights of others. You agree to take any actions, including the execution of documents or instruments, which we may from time-to-time reasonably request to affect the foregoing license.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their respective licensees, successors, and assignees the rights to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

You own and control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assignees.

All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user or member of the Website. You agree to indemnify and hold the Company (and its directors, officers, and agents) harmless from any and all third-party damages, losses, claims, and resulting liability (including reasonable attorneys' fees and expenses) arising out of or caused by any user contributions submitted or posted on this Website by you.

MONITORING AND ENFORCEMENT

We have the right, but not the obligation, to:

Remove or refuse to post any User Contributions for any or no reason in our sole discretion.

Take any action with respect to any User Contributions that we deem necessary, advisable or appropriate, in our sole discretion.

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 rights or their right to privacy.

Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.

Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities (or court orders) requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. You waive and hold harmless the Company and its affiliates, licensees, and service providers for any claims resulting from any action taken by the Company and/or any of the foregoing parties during, or taken as consequence of, investigations by either the Company, such parties, and/or law enforcement authorities.

NOTICE: We do not undertake to review material before it is posted on the website and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we disclaim any liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We further disclaim any liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

We reserve the right to terminate your account and/or temporarily suspend or permanently revoke your rights to use or access the Website and/or to immediately suspend or terminate your ability to use any services offered through this Website without notice for any or no reason, in Our sole and absolute discretion.

CONTENT STANDARDS

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.

Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.

Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.

Violate the legal rights (including the rights or publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.

Be likely to deceive any person.

Promote any illegal activity, or advocate, promote, or assist any unlawful act.

Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.

Impersonate any person, or misrepresent your identity or affiliation with any person or organization.

Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.

Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

COPYRIGHT INFRINGEMENT

It is the policy of the Company to, upon the request of the owner, delete copyright protected materials. If you believe that any User Contributions violate your copyright, please deliver notice to us of such alleged infringement to: customerservice@solisrub.com, or by U.S. Mail to: 22 Aiken Road, Greenwich, CT 06831.

RELIANCE ON INFORMATION POSTED

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this 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 materials by you or any other visitor of the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including reviews provided by other users, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

DISCLAIMER RELATED TO MEDICAL ADVICE

This Website is not an attempt to practice medicine or provide specific medical advice, and it should not be used to make a diagnosis or to replace or overrule a qualified health care provider's judgment. Users should not rely upon this website for medical treatment. The content on this website is not intended to be a substitute for professional medical advice, diagnosis or treatment. Always consult with a qualified and licensed physician or other medical care provider, and follow their advice without delay regardless of anything read on this website.

CHANGES TO THE WEBSITE

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

INFORMATION ABOUT YOU AND YOUR VISITS TO THE WEBSITE

All information we collect on this Website is subject to our Privacy Policy. By using Our Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

ONLINE PURCHASES

All purchases through our site or other transactions for the sale of goods, services or information formed through the Website, or resulting from visits made by you, are governed by such terms of sale as may be posted on Our Website, which are hereby incorporated into these Terms of Use.

Additional terms and conditions may also apply to specific portions, services, or features of the Website. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

SHIPPING AND RETURN POLICY AND RISK OF LOSS

All purchases through our site or other transactions for the sale of goods are governed by the Shipping and Return Policy, [\[LINK TO SHIPPING AND RETURN POLICY\]](#). By making a purchase or other transaction for the sale of goods, you consent to all terms and conditions set forth in the Shipping and Return Policy. In accordance with the Shipping and Return Policy, upon delivery of any purchased goods from the Company to the carrier, the risk of loss and title for such purchased goods passes to you.

LINKING TO THE WEBSITE AND SOCIAL MEDIA FEATURES

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

LINKS FROM THE WEBSITE

If the Website contains links to other sites and resources provided by third parties, these are provided by your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

GEOGRAPHIC RESTRICTIONS

We provide this Website for use only by persons located in the United States, Canada, and Saint Kitts. We make no claims that the Website or any of its content is accessible or appropriate outside of these regions. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website outside of these regions, you do so on your own initiative and are responsible for compliance with that country's laws.

CALIFORNIA USERS

Under California Civil Code Section 1789.3, California web users are entitled to the following consumer rights notice: The Interactive Services (and all other services) provided under this Website are provided by Solis Rub, LLC a Connecticut limited liability company with an office address of 22 Aiken Road, Greenwich, CT 06831. If You have any questions, concerns, or complaints regarding the Interactive Services (or any other services provided through this Website), please contact email at customerservice@solisrub.com, or by registered or certified U.S. Mail addressed to: 22 Aiken Road, Greenwich, CT 06831.

California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (916) 445-1254 or (800) 952-5210 or Hearing Impaired at TDD (800) 326-2297 or TDD (916) 322-1700.

PRODUCT DESCRIPTION LIMITATION OF LIABILITY

The Website may contain descriptions of products and/or goods available for purchase. The Company does not warrant that product descriptions or other content of this site is accurate, complete, reliable, current, or error-free. If a product offered by the Company is unsatisfactory to you for any reason, your sole remedy is to return it in unused, unopened condition. All returns are subject to the Company Shipping and Return Policy.

DISCLAIMER OF WARRANTIES

You understand that we cannot and do not warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are solely responsible for implementing sufficient procedures and checkpoints to satisfy your particular

requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

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

INTERNET ACCESS AND DELAYS

Our Website (and your corresponding use of our Interactive Services) are necessarily subject to delays, failures and other problems inherent in this use of the internet and electronic communications generally. We disclaim any responsibility for any damage resulting from such problems or occurrences.

LIMITATION ON LIABILITY

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (OR ANY OF THEM) BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

INDEMNIFICATION

You agree to defend, indemnify, and hold harmless the Company and its affiliates, licensors and service providers (and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assignees) from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

GOVERNING LAW AND JURISDICTION

All matters relating to the Website 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 Connecticut, without giving effect to any choice or conflict of law provision or rule (whether of the State of Connecticut or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Connecticut, in each case located in the County of Fairfield, State of Connecticut, 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.

ARBITRATION

At the Company's sole discretion, it may require You to submit any disputes arising from these Terms of Use, use of the Website, or products purchased through the website, including

disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Connecticut State law.

To the extent that you have in any manner violated to threatened to violate the Company's intellectual property rights, the Company may seek injunctive or other appropriate relief in any state or federal court in the State of Connecticut, and you consent to the exclusive jurisdiction and venue of such courts.

The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

LIMITATION ON TIME TO FILE CLAIMS

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

WAIVER AND SEVERABILITY

No waiver by the Company 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 the Company 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.

QUESTIONS AND COMMENTS

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