

TERMS OF USE

Terms of Use

Last Modified: October 27, 2015.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE SHAUNTFITNESS.COM WEBSITE OR RELATED CONTENT (INCLUDING, WITHOUT LIMITATION, ANY OF SHAUN T'S SOCIAL MEDIA ACCOUNTS (I.E., FACEBOOK, INSTAGRAM, TWITTER, PERISCOPE, SNAPCHAT, HANG W/, ETC.) OR SERVICES (INDIVIDUALLY AND COLLECTIVELY, THE "SITE"). BY ACCESSING OR USING THE SITE, YOU AGREE TO THESE TERMS OF USE, INCLUDING, WITHOUT LIMITATION, ANY POSTED AMENDMENTS OR REVISIONS THERETO.

SHAUN T, INC. ("WE," "US" OR "OUR") DO NOT PROVIDE MEDICAL ADVICE. YOU SHOULD CONSULT A LICENSED PHYSICIAN PRIOR TO BEGINNING OR MODIFYING ANY EXERCISE, FITNESS, DIET OR NUTRITION PROGRAM THAT YOU UNDERTAKE. YOU ACKNOWLEDGE THAT EXERCISE ACTIVITIES INVOLVE RISKS, WHICH MAY INVOLVE RISK OF BODILY INJURY OR DEATH, AND THAT YOU ASSUME THOSE RISKS. IN NO EVENT SHALL WE BE LIABLE FOR ANY INJURY THAT YOU SUFFER, OR THAT YOU CAUSE TO ANY PERSON OR ENTITY, IN CONNECTION WITH YOUR USE OF ANY EXERCISE OR OTHER ACTIVITY YOU UNDERTAKE IN CONNECTION WITH YOUR USE OF THE SITE.

THE SITE IS NOT INTENDED FOR CHILDREN UNDER THE AGE OF 13. IF YOU ARE UNDER 13 YEARS OF AGE, PLEASE DO NOT USE OR ACCESS THE SITE AND DO NOT PROVIDE US ANY INFORMATION ABOUT YOU. WE DO NOT: (A) KNOWINGLY REQUEST OR COLLECT PERSONALLY IDENTIFIABLE INFORMATION ONLINE OR OFFLINE CONTACT INFORMATION FROM USERS UNDER 13 YEARS OF AGE; OR (B) KNOWINGLY USE OR SHARE PERSONAL INFORMATION FROM USERS UNDER 13 YEARS OF AGE WITH THIRD PARTIES. IF WE ARE NOTIFIED OF THIS, AS SOON AS WE VERIFY THE INFORMATION, WE WILL IMMEDIATELY DELETE THE INFORMATION FROM OUR SERVERS. ALSO, IF YOU ARE UNDER 18, YOU MAY USE THE SITE AND SUBMIT INFORMATION ONLY WITH INVOLVEMENT OF A PARENT OR GUARDIAN. ACCORDINGLY, BY USING THE SITE, YOU REPRESENT THAT YOU ARE AT LEAST 13 YEARS OLD AND THAT, IF YOU ARE UNDER 18 YEARS OLD, YOU POSSESS LEGAL GUARDIAN OR PARENTAL CONSENT AND ARE FULLY ABLE AND COMPETENT TO ENTER INTO THESE TERMS OF USE.

INTRODUCTION

Please read these Terms of Use carefully. These Terms of Use, together with our Privacy Policy, which is here as if set out here both as may be amended from time to time in our discretion and Additional Terms (as defined below), govern your use of the Site.

1. INTELLECTUAL PROPERTY

The Site and all of the content relating to the Site, including, without limitation, all products, product descriptions, images, videos, photographs, artwork, text, (and any derivative works or enhancements of the same) (collectively, “Site Content”) and all intellectual property rights to the same, including, without limitation, all copyrights, are owned by us or our licensors. All names, terms, logos, slogans, images and other indicia identifying the Site, including without limitation, the “Shaun T,” “Trust and Believe,” “ST,” “ST” logo, “Shaun T Fitness” and “shaunfitness.com” trademarks (collectively, “Marks”), are proprietary marks belonging to us. Any use of the Site Content or Marks without our express written permission is strictly prohibited. Third party names, marks, content and products not owned by us and mentioned on the Site may be the intellectual property of their respective owners.

2. ACCESS OR USING OUR SERVICES

(a) To access or use some content or features of the Site, you may choose to provide us certain information, or we may now or in the future require you to provide certain information, or require that you establish an account with us through registration.

(b) Whenever you submit information to us, you agree to provide true, accurate and complete information and agree, if the option is available, promptly to update your information if there have been changes to the information you provided. Our collection and use of your personally identifiable information and non-personally identifiable information is governed by our Privacy Policy, which is incorporated here as if set out here.

(c) We may impose restrictions on your ability to establish an account (*e.g.*, age limits, restrict business entities from setting up accounts, limit the number of accounts, *etc.*). When registering an account, you may need to select a username (“ID”) and password. You are responsible for keeping your ID and password, and other account information, confidential and are fully responsible for all activities that occur under your account, whether or not you authorized such activities. You agree to notify us immediately of any breach of security or unauthorized use of your account or ID and password by contacting privacy@shaunfitness.com.

3. LIMITATION, SUSPENSION OR TERMINATION

(a) We may, in our sole discretion, temporarily or permanently change, limit, suspend or terminate your access to the Site, in whole or in part, without prior notice. We may do so based on changes to our business practices, if you violate the letter and spirit of these Terms of Use, or for any other lawful reason. You agree that we are not liable to you or any third party for any such action.

(b) Any limitation, suspension or termination we impose shall not alter your obligations under these Terms of Use. The provisions of these Terms of Use that, by their nature, should survive any such action on our part shall survive, including, without limitation, the rights and licenses that you have granted to us in your User Content and provisions relating to indemnities, releases, disclaimers, limitations on liability, dispute resolution, and all provisions in Section 17.

4. ACCEPTABLE USE

(a) The Site (including, without limitation, Site Content and User Content (defined below)) is provided for your information and personal (non-commercial) use only. When using the Site, you agree to comply with these Terms of Use, and all applicable federal, state and local laws.

(b) In consideration for our providing the Site, you agree not to do any of the following in connection with your access to or use of the Site:

- use the Site in an unlawful or fraudulent manner or for such purposes, to collect User Content or personally identifiable information, to provide false information, or to impersonate any person or entity;
- modify our copyright/trademark or other proprietary rights notices, or interfere with the security-related features of the Site;
- post any material that infringes upon any person or entity's copyright, trademark, patent or other intellectual property, personal or proprietary right;
- harass, offend, threaten, embarrass, distress or invade the privacy of any person or entity;
- post or transmit information or content that is false, hateful, threatening, libelous, defamatory, harmful to minors, discriminatory, pornographic or otherwise inappropriate, improper or disorderly, or contains or constitutes excessive messages or information;
- post or transmit any unauthorized commercial, advertising or promotional materials, including, without limitation, "spam" or mass distributions;
- upload viruses or other malicious code;
- use any robot, spider, other automatic device or manual process to monitor or copy our web pages or the content contained in or on or accessed through the Site, or use software to determine architecture of or extract usage data from the Site; or
- engage in any conduct that restricts or inhibits any other user from using or enjoying the Site.

(c) You agree to fully cooperate with us to investigate any suspected or actual activity that is in violation of these Terms of Use.

5. USER CONTENT

(a) You may now or in the future be allowed to post, upload, transmit through or otherwise provide through the Site or a third-party service provider to us (collectively, "submit") reviews, messages, comments, text, images, graphics, photos, sounds, music, videos, and other content (collectively "User Content"), so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable, does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam" and otherwise complies with the acceptable use limitations set forth above.

(b) You represent and warrant that you own or otherwise control all of the rights to User Content that you submit; that the User Content is accurate; that use of the User Content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify us for all claims resulting from content you supply.

(c) You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of any User Content.

(d) You agree that you are solely liable for any damage resulting from your User Content. We take no responsibility and assume no liability for any content posted by you or any third party.

(e) We reserve the right (but not the obligation) to monitor, edit or remove User Content, but do not regularly review User Content. We have no obligation to monitor, edit or remove any User Content for any reason.

(f) We do not claim ownership to your User Content. If you submit User Content, you automatically grant, or warrant that the owner has expressly granted, to us a worldwide, royalty-free, perpetual, irrevocable, nonexclusive, fully sublicensable and transferable right and license to use, reproduce, modify, adapt, translate, distribute, create derivative works based upon, publicly display/perform, transmit and publish the User Content (in whole or in part) in any media as we, in our sole discretion, deem appropriate in connection with our business and operations. Notwithstanding the foregoing, you waive any and all claims you may now or later have in any jurisdiction to so-called “moral rights” or rights of “droit moral” with respect to the User Content.

(g) By submitting User Content, you grant us the right, but not the obligation, to use the name that you submit in connection with such User Content.

6. RELIANCE ON SITE INFORMATION

User Content or Site Content may not be accurate, complete, reliable, error-free or current. We make no commitment to update what is contained in the Site. In all instances, it is your responsibility to evaluate the accuracy, timeliness, completeness, or usefulness of Site Content, User Content, and other information and opinions expressed or available on or through the Site. For instance, Site Content, comments, ratings and reviews may be informative to some but are not provided as a guarantee or prediction of the level of performance or result you may experience with the applicable product or service. You are solely responsible for any actions or decisions you take based on materials and information available through the Site, and should carry out your own research, evaluation and investigation as appropriate.

YOU ACKNOWLEDGE THAT EXERCISE ACTIVITIES INVOLVE RISKS, WHICH MAY INVOLVE RISK OF BODILY INJURY OR DEATH, AND THAT YOU ASSUME THOSE RISKS. YOU SHOULD CONSULT A LICENSED PHYSICIAN PRIOR TO BEGINNING OR MODIFYING ANY EXERCISE, FITNESS DIET OR NUTRITION PROGRAM THAT YOU UNDERTAKE, AND YOU ACKNOWLEDGE THAT WE HAVE ADVISED YOU OF THE NECESSITY OF OBTAINING SUCH CONSULTATIONS. WE DO NOT PROVIDE MEDICAL ADVICE. IN NO EVENT SHALL WE BE LIABLE FOR ANY DEATH OR BODILY INJURY THAT YOU SUFFER, OR THAT YOU CAUSE TO ANY PERSON OR ENTITY, IN CONNECTION WITH YOUR USE OF ANY EXERCISE OR OTHER ACTIVITY YOU UNDERTAKE IN CONNECTION WITH YOUR USE OF THE SITE.

7. ONLINE MERCHANTS AND THIRD PARTIES

(a) Your dealings with online merchants or other third parties via the Site, including, without limitation, third party websites accessed and products purchased from third parties via links on the Site, are solely between you and that third party. When you engage in a transaction with a third party or access a third party's website, you do so under their terms and policies, not ours.

Complaints, questions and claims related to transactions with any third party should be directed to that third party. For example, we may provide links to third party websites such as facebook.com, Disqus.com or twitter.com through which you may submit or share comments on the third party website and the Site. Remember that the third party websites are created and maintained by other businesses and developers who are not part of, or controlled by, us, so you should always make sure to read their terms of service or use and privacy policies to understand how they treat your data and how you can use their site or service.

(b) If there is a dispute between you and any third party, including, without limitation, any other user, in connection with the Site, you understand and agree that we are under no obligation to become involved except as required under these Terms of Use.

8. RETAIL

(a) We attempt to be as accurate as possible with respect to product descriptions. However, we do not warrant that product descriptions, predicted results from using a product or other content of any service is accurate, complete, reliable, current or error-free. If a product offered by us itself is not as described, your sole remedy is to return it to us in unused condition and receive store credit for such return, except as otherwise required by law.

(b) For more information about our returns and refunds, please see the Terms and Conditions on the store page of the Site.

9. LIMITS ON OUR LIABILITY

(a) UNDER NO CIRCUMSTANCES SHALL WE, OUR OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES OR THEIR RELATED COMPANIES OR ANY OF THEIR OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES OR THEIR RELATED COMPANIES BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THE SITE, THESE TERMS OF USE OR ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED TO A DISPUTE BETWEEN YOU AND ANYONE ACCESSING THE SITE, OR YOU AND ANY THIRD PARTY IN CONNECTION WITH THE SITE. YOUR SOLE REMEDY FOR ANY DAMAGES OR DISSATISFACTION WITH THE SITE INCLUDING, WITHOUT LIMITATION, CONTENT ON THE SITE IS TO STOP USING THE SITE OR RETURN ANY ITEM PURCHASED FROM US FOR STORE CREDIT (IF

APPLICABLE), EXCEPT AS OTHERWISE REQUIRED BY LAW. THIS LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF SERVICES OR PRODUCTS, INFORMATION, ADVICE, INFORMATION OR ADVERTISING RECEIVED THROUGH OR IN CONNECTION WITH LINKS PROVIDED VIA THE SITE. FOR EXAMPLE, WE SHALL NOT BE LIABLE OR RESPONSIBLE TO YOU (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY CLAIMS, LOSSES OR LIABILITIES ARISING FROM OR RELATING TO YOUR ACCESS TO, PURCHASE OR USE OF ANY THIRD PARTY WEBSITES, PRODUCTS OR SERVICES, THE QUALITY OR TIMELINESS OF DELIVERY OF THE GOODS OR SERVICES FROM ANY THIRD PARTY OR FOR HONORING (OR CAUSING ANY MERCHANT TO HONOR) ANY ERRONEOUS INFORMATION REGARDING THE PRICE, DESCRIPTION AND AVAILABILITY OF, ANY DISCOUNTS, OFFERS, PROMOTIONS OR COUPONS, OR THIRD PARTY PRIVACY POLICIES RELATING TO ANY THIRD PARTY WEBSITES, PRODUCT OR SERVICES OFFERINGS PROMOTED OR AVAILABLE THROUGH THE SITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

(b) IN NO EVENT SHALL OUR CUMULATIVE LIABILITY OR THAT OF WE, OUR OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES OR THEIR RELATED COMPANIES OR ANY OF THEIR OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES OR THEIR RELATED COMPANIES EXCEED THE GREATER OF \$2.00 OR THE PURCHASE PRICE FOR PRODUCTS YOU PURCHASED FROM US DURING THE ONE MONTH PRECEDING YOUR CLAIM. YOU AGREE THAT THIS IS A FAIR LIMITATION BASED UPON THE MANNER AND COST BY WHICH THE SITE IS PROVIDED TO YOU. FURTHERMORE, YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF, RELATED TO, OR IN ANY WAY CONNECTED WITH THE SITE OR THESE TERMS OF USE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. CAUSES OF ACTION BROUGHT OUTSIDE THIS TIME PERIOD ARE WAIVED.

10. DISCLAIMER OF WARRANTIES

TO THE FULL EXTENT PERMITTED BY LAW, THE SITE AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE ARE PROVIDED BY US ON AN “AS IS” AND “AS AVAILABLE” BASIS. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE IS AT YOUR OWN RISK. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ALL WARRANTIES ARE HEREBY DISCLAIMED, AND YOU HEREBY WAIVE ANY AND ALL SUCH WARRANTIES TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

11. INDEMNIFICATION

You agree to indemnify and hold harmless us, our officers, directors, members, managers, employees, parents, partners, successors, agents, distribution partners, affiliates, subsidiaries or their related companies or any of their officers, directors, members, managers, employees, parents, partners, successors, agents, distribution partners, affiliates, subsidiaries or their related companies from and against any and all claims, liabilities, losses, damages, obligations, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) arising out of or related to: (i) your access to or use of the Site; (ii) your User Content; (iii) any actual or alleged violation or breach by you of these Terms of Use; (iv) any actual or alleged breach of any representation, warranty or covenant that you have made to us; (v) any dispute between you and anyone accessing the Site, or you and any third party in connection with the Site; or (vi) your acts or omissions. You agree to cooperate fully with us in the defense of any claim that is the subject of your obligations hereunder.

12. DISPUTE RESOLUTION AND MANDATORY ARBITRATION

(a) We each agree to first contact each other with any disputes and provide a written description of the problem, all relevant documents/information and the proposed resolution. We will contact you based on the contact information you have provided us. Notice to us must be sent to: Shaun T, Inc. by clicking [here](#) and submitting the contact form.

(b) If after 60 days the parties are unable to resolve any dispute raised under the previous provision, the dispute must be submitted to arbitration consistent with this Section. The parties understand that they would have had a right or opportunity to litigate disputes through a court and to have a judge or jury decide their case, but they choose to have any disputes resolved through arbitration. We each agree that any claim or dispute between us, and any claim by either of us against any agent, employee, successor, or assign of the other, including, without limitation, to the full extent permitted by applicable law, third parties who are not signatories to this agreement, whether related to this agreement or otherwise, including, without limitation, past, present, and future claims and disputes, and including, without limitation, any dispute as to the validity or applicability of this arbitration clause, shall be resolved by binding arbitration administered by the American Arbitration Association (“AAA”) under its rules and procedures in effect, as modified by these Terms of Use (as permitted under such rules and procedures), when the claim is filed and the arbitration shall occur in New York, New York. The rules and procedures and other information, including, without limitation, information on fees, may be obtained from AAA's website (www.adr.org) and a form for initiating arbitration proceedings is available on AAA's site at <http://www.adr.org>. In addition to filing this form with AAA in accordance with its rules and procedures, you must send a copy of the completed form to us at the following address to initiate arbitration proceedings:

Shaun T, Inc.,
c/o Garvey Schubert Barer
100 Wall Street 20th Floor
New York, NY 10005

If the value of the relief sought is \$10,000 or less, you or Shaun T, Inc. may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and Shaun T, Inc. Attendance at an in-person hearing may be made by telephone by either of us, unless the arbitrator requires otherwise. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

(c) All arbitration proceedings will be permanently closed to the public and confidential and all records relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. Each party will bear its own costs and expense of. All forum fees and expenses, including AAA's fees, will be advanced equally by the parties and will not be assessed against any party as part of an award, provided, however, that the failure of a party to timely advance its portion of any arbitration fees will entitle the other party to a default award (if non-paying party is the respondent) or dismissal with prejudice (if non-paying party is the claimant). Notwithstanding anything to the contrary contained in this Agreement, under no circumstances will an award of any party's attorneys' fees exceed the amount actually billed by the attorneys representing the prevailing party, calculated on an hourly rate basis using such attorneys' ordinary and customary hourly rates charged to other clients (the "Standard Fee"), and to the extent that any party is entitled by statute or regulation to a fee greater than the Standard Fee, each party expressly waives its right to such greater fee.

(d) Notwithstanding the foregoing, either of us may bring qualifying claims in small claims court in New York, New York. Further, we each agree that any arbitration will be solely between you and us, not as part of a classwide claim (i.e., not brought on behalf of or together with another individual's claim). If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then our agreement to arbitrate doesn't apply, and the classwide dispute must be brought in court.

13. GOVERNING LAW

THESE TERMS OF USE AND THE PRIVACY POLICY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK USA, AS THEY APPLY TO AGREEMENTS MADE AND SOLELY PERFORMED THEREIN. YOU IRREVOCABLY CONSENT AND WAIVE ALL OBJECTION TO PERSONAL JURISDICTION AND VENUE IN THE STATE AND FEDERAL COURTS LOCATED IN NEW YORK, NEW YORK, USA, AND YOU SHALL NOT COMMENCE OR PROSECUTE ANY SUIT OR ACTION EXCEPT IN THE FOREGOING COURTS.

14. INTERNATIONAL USE

The Site and all content and materials that we provide in connection therewith are intended for use only within the United States. We do not represent that the Site and all content and materials relating thereto are appropriate or available for use outside the United States. Those who do access the Site, Site Content or User Content, or materials from locations outside the United States act on their own initiative and we are not responsible for their compliance with local laws or other applicable laws. You will not access the foregoing where prohibited by law.

15. COPYRIGHT INFRINGEMENT

(a) In appropriate circumstances and in our sole discretion, we may remove or disable access to material on the Site or hosted on our systems that may be infringing the copyright of others.

(b) Consistent with the Digital Millennium Copyright Act (“DMCA”), we will respond to a notice of alleged copyright infringement regarding any information available on the Site. Please note that this procedure is exclusively for notifying us that copyrighted material has allegedly been infringed and matters other than informing us that copyrighted material may have been infringed will not receive a response through this process.

(c) Pursuant to the DMCA, your infringement notification must include the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the Site, including, without limitation, a link or screenshot of the webpage containing the infringing material, if applicable;
- Your address, telephone number and e-mail address;
- A 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;
- 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.

Please send your notice of copyright infringement to our designated Copyright Agent, Scott Blokker, by submitting the infringement notification to DMCA@shaunfitness.com or as follows:

Attn: Copyright Agent
Shaun T, Inc.
c/o Garvey Schubert Barer
100 Wall Street 20th Floor
New York, NY 10005

16. AMENDMENT; ADDITIONAL TERMS

(a) We may revise these Terms of Use from time to time and we will provide you notice of any such changes by posting the new policy on the Site and providing an updated effective policy date. By using the Site subsequent to any revision of these Terms of Use, you agree to be bound by such changes. If you find these Terms of Use to be unacceptable, you must immediately terminate your use of the Site.

(b) We may, in some instances, need to provide you with operating rules or additional terms that govern your use of parts of the Site (“Additional Terms”). Unless otherwise expressly set forth as part of any such Additional Terms, any such Additional Terms are made in addition to and part of these general Terms of Use and are incorporated herein by reference. You agree that we may at

any time provide you with Additional Terms. To the extent any Additional Terms conflict with these Terms of Use, the Additional Terms will control.

17. OTHER TERMS

(a) No waiver by either of us of any breach or default under these Terms of Use shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used in these Terms of Use are for convenience only and shall not be given any legal import.

(b) Except where specifically stated otherwise, if any part of these Terms of Use are deemed unlawful or unenforceable for any reason, we both agree that only that part of the Terms of Use shall be stricken and that the remaining terms in the Terms of Use shall not be affected and shall remain in force and effect.

(c) You may not assign these Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, without our prior written consent.

(d) The information that we obtain through your use of the Site is subject to our Privacy Policy. Our Privacy Policy contains the terms and conditions that govern our collection and use of the information we collect or that is provided by you and our respective rights relative to that information. Please review our Privacy Policy before you use the Site. By accessing and using the Site, you agree to the terms and conditions of our Privacy Policy.

(e) These Terms of Use (including, without limitation, the Privacy Policy and any Additional Terms incorporated as if set out here), contain all of the material terms of regarding your use of the Site and constitute the entire agreement between us, and supersede any previous written or oral agreements, between you and us in connection with the Site.