

## TERMS AND CONDITIONS OF USE

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### II. DISCLAIMER AND LIMITATION OF LIABILITY/INDEMNITY:

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IN NO CASE SHALL THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OR INABILITY TO USE THE WEBSITE OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, THE COMPANY'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

THE COMPANY DOES NOT REPRESENT OR GUARANTEE THAT THE WEBSITE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND THE COMPANY DISCLAIMS ANY LIABILITY RELATING THERETO.

### III. LIMITATION OF TIME TO FILE A CLAIM

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.

### IV. MISCELLANEOUS

This Agreement constitutes the entire agreement between you and the Company and governs your use of the Website, superseding any prior agreements between you and the Company regarding the Website. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. The Company's failure to enforce any right or provisions in this Agreement will not constitute a waiver of such or any other provision. The Company will not be responsible for failures to fulfill any obligations due to causes beyond its control.

You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of the Website. All transactions on the Website are governed by New York law, without giving effect to its conflict of law provisions. Your use of the Website may also be subject to other laws. Except for the rights provided to you under the Privacy Policy. You expressly agree that exclusive jurisdiction for any claim or dispute with the Company or relating in any way to your use of the Website resides in the courts of the State of New York. Risk of loss and title for all electronically delivered transactions pass to the purchaser in New York upon electronic transmission to the recipient. No Company employee or agent has the authority to vary this Agreement.

The Company may send you notice with respect to the Website by sending an email message to your Account email address or a letter via postal mail to your Account mailing address, or by a posting on the Website. Notices shall become effective immediately.

The Company reserves the right to take steps the Company believes are necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You agree that the Company has the right, without liability to you, to disclose any Account information to law enforcement authorities, government officials, and/or a third party, as the Company believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to The Company's right to cooperate with any legal process relating to your use of the Website and/or products, and/or a third-party claim that your use of the Website and/or products is unlawful and/or infringes such third party's rights).

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These Terms and Conditions are effective as of September 3rd 2015