

TERMS & CONDITIONS

READ THE TERMS AND CONDITIONS HEREIN CAREFULLY BEFORE CONTINUING OR USING THE SITE OR ANY SERVICES WITHIN THE SITE (AS DEFINED BELOW). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS THE SITE OR OTHERWISE UTILIZE THE SERVICES. IF YOU ARE REGISTERING FOR ONE OR MORE SERVICES (AS DEFINED BELOW), YOUR CLICKING ON THE BUTTON MARKED "I ACCEPT" AND YOUR CONTINUED USE OF THE SERVICES INDICATES YOUR ACKNOWLEDGMENT THAT YOU HAVE READ AND ACCEPTED THESE TERMS OF USE. *Effective as of May 20, 2017.*

Privacy Policy

The Company respects the privacy of its Service users. Please refer to the Company's Privacy Policy (found here: [\[insert Link to Privacy Policy\]](#)) which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use the Service, you signify your agreement to this Privacy Policy. As a condition of your right to use the Site within the Site, you agree to provide us with true, accurate and complete information as required by the registration process, including your legal name, address, telephone number, and e-mail address (collectively, "User Content"), to allow us to share your User Content with third parties for the purpose of verifying the information you provide and to otherwise use such User Content consistent with our Privacy Policy. You agree to the terms of our Privacy Policy, which is incorporated by reference. We cannot and does not confirm a member's purported identity. To assist, we have established a user-initiated feedback system to help you evaluate the Users you choose to deal with. We also encourage you to communicate directly with potential clients or sitters on our Site. Users agree to exercise their own caution in relation to the identity and reliability of other Users.

About The Service

The Service allows you to either engage with students who are available for babysitting services or with caregivers who are interested in receiving babysitting services (collectively the "Services").

Registration; Rules For User Conduct And Use Of The Service

You need to be at least 18 years old and have a verified email address through a Company approved college or university to register for and use the Service as either a sitter or a family ordering services.

If you are a user who signs up for the Service, you will create a personalized account which includes utilizing your email address as your user name and a password to access the Service and to receive messages from the Company and/or other users. You are responsible for ensuring that no unauthorized person will have access to your user name, password or account. It is your sole responsibility to monitor and control access to and use of your user name, password and account. Your user name, password and account are not transferable. You grant the Company and all other persons and entities involved in the operation of the Site the right to transmit, monitor, store, retrieve and use your information in

connection with the operation of the Site. You agree to (a) immediately notify the Company of any unauthorized use of your user name, password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Company cannot and will not be liable for any loss or damage arising from Your (or any authorized users') failure to comply with the provisions of this Section.

Company reserves the right, for any reason and without notice, in its sole discretion, to terminate, change, suspend, or interrupt access, in whole or in part, to the Site. Company further reserves the right to impose additional or other registration, password and other security precautions on access to and use of the Site.

Permitted and Prohibited Use

Permitted Uses. You may access and use such portions of the Site for which neither registration nor a fee is required as set forth herein. Certain features and functions of the Site may only be accessed after registering within the Site and providing the information requested through the registration process. You may access and use the Site, and utilize the Services for the following purposes (collectively, "Permitted Uses"):

- share information about yourself to procure sitting jobs;
- request sitters and review information provided by other users of the Site on various sitters;
- learn about sitting opportunities in your area; and
- connect with other families looking for sitting services.

Company reserves all rights not expressly licensed. If you desire to access or use any Services, You can do so only if you register with the Site and, if applicable, agree to any Service specific agreements.

Your permission to use the Site is conditioned upon the following Use Restrictions and Conduct Restrictions: You agree that you will not under any circumstances:

- post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive;
- use the service for any unlawful purpose or for the promotion of illegal activities;
- attempt to harass, abuse, or harm another person or group;
- use another user's account without permission;
- provide false or inaccurate information when registering an account;
- interfere or attempt to interfere with the proper functioning of the Service;
- make any automated use of the system, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- bypass any robot exclusion headers or other measures we take to restrict access to the Service or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data;
- publish or link to malicious content intended to damage or disrupt another user's browser or computer;
- republish or distribute information from the Site (including by posting same on any other Web site) without the Company's express written consent;
- modify information from the Site;
- disassemble, decode, decompile, or otherwise reverse engineer the Site, including, without limitation, any interfaces or software programs comprising the Site;

- take any action that would impede or interfere with the operation of the Site or alter the contents of the Site, or alter or interfere with any other content, site or software that the Company owns or controls;
- directly or indirectly, change, recompile, reframe, rent, sell, distribute or publish any of the Site, any database thereon and/or any content thereon, or any portion thereof; or
- use any data mining, robots or similar data gathering and extraction methods with respect to the Site or any portion thereof.

In the event you breach any of the above-referenced restrictions, the Company may, in the Company's sole discretion, force you to discontinue using the Site and delete your account and any User Content.

Posting and Conduct Restrictions

When you create your own personalized account, you may be able to provide ("User Content"). You are solely responsible for the User Content that you post, upload, link to or otherwise make available via the Service. You agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. The Company, however, reserves the right to remove any User Content from the Service at its discretion.

The following rules pertain to User Content. By transmitting and submitting any User Content while using the Service, you agree as follows:

- you are solely responsible for your account and the activity that occurs while signed in to or while using your account;
- you will not post information that is malicious, false or inaccurate;
- you will not submit content that is copyrighted or subject to third party proprietary rights, including privacy, publicity, trade secret, etc., unless you are the owner of such rights or have the appropriate permission from their rightful owner to specifically submit such content;
- uploading, posting, emailing, transmitting or otherwise making available any content that is unlawful, harmful, threatening, abusive, libelous, or obscene;
- impersonating any person or entity, or falsely stating or otherwise misrepresenting your affiliation with a person or entity;
- forging headers or otherwise manipulating identifiers in a manner that disguises the origin of any content You transmit through any Communications Service;
- uploading, posting, emailing, transmitting or otherwise making available any content that You do not have a right to make available under any law or under any contractual or fiduciary relationship (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- uploading, posting, emailing, transmitting or otherwise making available any content that infringes any patent, trademark, trade secret, copyright or other proprietary right of any party;
- uploading, posting, emailing, transmitting or otherwise making available any unsolicited or unauthorized advertising, promotional materials, or any other form of solicitation, without our express written approval;
- gathering for the purpose of "spamming" any email addresses that users post in our chat rooms, forums and other public posting areas;
- uploading, posting, emailing, transmitting or otherwise making available any content or material that contains software viruses, worms or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or

hardware or telecommunications or other equipment, or to cause a security breach of such software, hardware or telecommunications or other equipment;

- interfering with or disrupting any servers or networks used to provide the Communications Services, or disobeying any requirements, procedures, policies or regulations of the networks we use to provide the Communications Services;
- violating any applicable local, state, national or international law;
- stalking" or otherwise harassing another;
- instigating or encouraging others to commit illegal activities or cause injury or property damage to any person;
- advertising, soliciting business or commercial use, except for the purposes expressly permitted by the Company, such as advertising sitting services and seeking out sitters;
- collecting or storing personal data about other users;
- gaining unauthorized access to our Services, or any account, computer system, or network connected to this Service, by means such as hacking, password mining or other illicit means; or
- obtaining or attempting to obtain any materials or information through any means not intentionally made available through the Membership service.

You hereby affirm we have the right to determine whether any of your User Content submissions are appropriate and comply with these Terms of Service, remove any and/or all of your submissions, and terminate your account with or without prior notice.

You understand and agree that any liability, loss or damage that occurs as a result of the use of any User Content that you make available or access through your use of the Service is solely your responsibility. The Company is not responsible for any public display or misuse of your User Content. The Company does not, and cannot, pre-screen or monitor all User Content. However, at our discretion, we, or technology we employ, may monitor and/or record your interactions with the Service.

Online Content Disclaimer

Opinions, advice, statements, offers, or other information or content made available through the Service, but not directly by the Company, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. The Company does not guarantee the accuracy, completeness, or usefulness of any information on the Service and neither does the Company adopt nor endorse, nor is the Company responsible for, the accuracy or reliability of any opinion, advice, or statement made by parties other than the Company. The Company takes no responsibility and assumes no liability for any User Content that you or any other user or third party posts or sends over the Service. Under no circumstances will the Company be responsible for any loss or damage resulting from anyone's reliance on information or other content posted on the Service, or transmitted to users.

Though the Company strives to enforce these Terms of Use, you may be exposed to User Content that is inaccurate or objectionable. The Company reserves the right, but has no obligation, to monitor the materials posted in the public areas of the service or to limit or deny a user's access to the Service or take other appropriate action if a user violates these Terms of Use or engages in any activity that violates the rights of any person or entity or which we deem unlawful, offensive, abusive, harmful or malicious. The Company shall have the right to remove any such material that in its sole opinion violates, or is alleged to violate,

the law or this agreement or which might be offensive, or that might violate the rights, harm, or threaten the safety of users or others. Unauthorized use may result in criminal and/or civil prosecution under Federal, State and local law. If you become aware of misuse of our Service, please contact us at admin@usit.care.

EXCEPT FOR ARRANGING PAYMENT, YOU ACKNOWLEDGE AND AGREE THAT THE COMPANY IS NOT INVOLVED IN THE ACTUAL TRANSACTION BETWEEN THE SITTERS PROVIDING BABYSITTING SERVICES AND THE FAMILIES NEEDING BABYSITTING SERVICES, AS A RESULT, THE COMPANY HAS NO CONTROL OVER THE QUALITY OR SAFETY (EXCEPT FOR PROVIDING THE RESULTS OF ANY BACKGROUND CHECK) OR CONTENT POSTED BY USERS ON OUR SITE, THE TRUTH OR ACCURACY OF LISTINGS, THE ABILITY OF SITTERS TO SHARE THEIR SERVICES OR THE ABILITY OF RECEIVERS TO RECEIVE SITTING SERVICES. WE CANNOT ENSURE AND DO NOT GUARANTEE THAT A USER OR BROWSER OF OUR SITE WILL ACTUALLY COMPLETE A TRANSACTION OR ACT LAWFULLY IN USING OUR SITE.

When you enter into a transaction you create a legally binding contract with another user. You are responsible for ensuring that you comply with your obligations to that other user. If you do not, you may become liable to that user. You must ensure that you are aware of any laws relevant to you as a provider of the Services or for such other uses you make of the Site. If another user breaches any obligation to you, then you, and not the Company, are responsible for enforcing any rights that you may have. However, the Company will refund your fees paid if another user does not send an item as agreed upon. To the extent that you are required to comply with any federal, state, or local tax laws, you shall be solely responsible for compliance with the same.

Since the Company is not involved in the actual transaction then to the extent permitted by law the Company specifically disclaims all liability for any loss or damage, (actual, special, direct, indirect and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with your transaction.

We may send you communications and notices regarding your transactions and your account on our Site. They do not represent any endorsement, guarantee or legitimization of your transactions. You are responsible for completing all transactions you participate in (including monitoring their status and complying with all relevant legal obligations). Other members sometimes provide us with information about a transaction. We do not control, endorse or approve this information by making it available to you. You may find information posted by other members to be offensive, harmful, inaccurate, or deceptive. Please use caution and common sense, and practice safe purchasing when using our Site.

Feedback

Feedback belongs to the Company although we permit you to use it on our Site while you remain a user. You may not use it or deal with it in any way inconsistent with the Terms of Use, without our prior written permission. You acknowledge that we have no control over what other users say about you and that we are not responsible for their ratings. But we ask all Members to be fair and reasonable about their feedback on other Members in order to maintain the integrity of the system.

You may not do (or omit to do) anything that may undermine the integrity of the feedback system. We are entitled to suspend or terminate your use of the Site at any time if we, in our sole and absolute discretion, are concerned by any feedback about you, or your feedback rating or any feedback given by you.

You acknowledge that your feedback consists of ratings left by other users and a composite feedback score compiled by the Company, and that the composite number without the relevant comments does not convey your full user profile. Because feedback ratings belong to the Company and are not designed for any purpose other than facilitating the procurement of Services between the Site's users, You may not use Your the Company feedback (including, but not limited to, marketing or exporting Your rating or feedback comments) in any real or virtual venue other than a website operated by the Company.

We do not provide the technical ability to allow you to import feedback from other websites to the Site because a composite score, without the corresponding feedback, does not reflect your true online reputation within our community.

Any feedback scores may be amended at any time in the absolute discretion of the Company.

Disputes Between Members

Action initiating a dispute should be taken as soon as possible after receiving the Services, if you are a receiver, or as soon as possible after providing the Services, if you are a provider (the "Cause of Action"). At first instance it is the responsibility of the aggrieved user to the dispute to contact the other and work out a solution. Often problems arise because of a misunderstanding and can be resolved by subsequent clear communication. The users should confirm the dispute resolution with the Company together with any agreed reallocation of funds.

Payments

You agree to pay all applicable Service fees including applicable fees and taxes. Currently, the Service fees are \$2.99 for sitters per job and 9.5% of the total amount paid to a sitter per job from any guardian, provided however, such Service fees are subject to change in Usit's sole discretion. Failure to pay the associated Service fees may result in termination of your access to the Services. Company will not store any of your payment information. Payments will be made through PayPal's service and you will be applicable to their terms as noted herein. PayPal's privacy information is listed in the Company's privacy policy.

Background Checks

Company may perform background checks on all applicants who are interested in providing babysitting services through Company's Service. The background check will be completed through a third party provider that applicant will be directed to and the applicant will be subject to the third party's terms as noted herein. Company will not have access to any information provided to the background check provider. The Background check is done through Onfido and will include a SSN Trace and County Criminal Report. Please note that the CCR report will only check the latest/current address that the person has been registered to live in, not all addresses in the last 7 years. The check does not include the Sex Offender Check which checks an applicant's information against the Sex Registry. If any sitter elects to undergo a background check and fails the same, such sitter shall be

ineligible for registration on the Site and shall not be able to provide Services. Company does not have any responsibility for, nor is Company liable for any information provided by the User to Onfido. Company's obligations shall be limited to remitting payment to Onfido once payment is received by the User.

License Grant

By posting any User Content via the Service, you expressly grant, and you represent and warrant that you are the owner of such User Content and/or have a right to grant, to the Company, and anyone affiliated with and permitted by the Company, a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, if applicable, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service.

Spam

We will immediately terminate any account which we believe is being used to transmit, or is otherwise connected with, any spam or other unsolicited bulk email in connection with any messaging service made available through the Service. In addition, because damages are often difficult to quantify, if actual damages cannot be reasonably calculated, then you agree to pay us liquidated damages of \$2 for each item of spam, unsolicited bulk email or private messaging transmitted from, or otherwise connected with, your account. Otherwise you agree to pay our actual damages, to the extent such actual damages can be reasonably calculated.

Trademark Protection

Usit is a registered service/trademark of the Usit, Inc. All other trademarks referred to on this Site are service/trademarks of their respective owners. You may not use any trademark or service mark appearing on the Site without the prior written consent of the owner of the mark.

No Framing. Without our prior written permission, you may not frame, or in-line link, any of the content of the Site, or incorporate into another website, application, mobile or handheld device application, or other service any of our intellectual property.

You agree not to upload or otherwise place any information on the Site that would infringe or otherwise violate anyone's intellectual property interests or other rights, or that is false, misleading, defamatory, or otherwise contrary to law or regulation.

Copyright Protection

The Site (including without limitation the database and content found on the Site) is copyrighted or otherwise protected subject matter, is owned or licensed by the Usit, Inc. and is protected by United States and international copyright law, trademark law and other intellectual property laws. You are free to display and print for your personal, non-commercial use the content you receive through the Site provided you reprint any copyright and other rights notices included in such content. You may not reproduce, modify, distribute or publicly display the Site, in whole or in part, in any form (including by email, screen shots or other electronic means) except as is expressly authorized by these Terms of Use. If you

would like to make copies and/or distribute any portion of the Site in ways not expressly authorized by these agreements, you must contact the Company for written permission, which it may grant or withhold in its sole discretion. Of course, you are free to encourage others to access the information themselves from the Site and tell them how to find it.

The Site contains information from third-party sources. If you believe that your copyright interests are being infringed by anything on the Site, You must notify the Company of Your claim by filing a Notice with Usit, Inc.. Your Notice must be in writing (either via electronic mail or by certified or registered mail to Usit, Inc., Attn: Site Administrator, Alejandra Lara Fragozo, 200 east 66th street NY NY 10065 or admin@usit.care, and must include: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest that allegedly has been infringed; (2) a description of the copyrighted work that You claim has been infringed, including the Web page address of the location where the copyrighted work exists or a copy of the copyrighted work; (3) a description or location of the material on the Site that You claim is infringing; (4) information we can use to contact You, including Your address, telephone number, and e-mail address; (5) a statement by You that You have a good faith belief that the use of the allegedly infringing material is without the authorization of the copyright owner, its agent, or the law; (6) 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.

Email May Not Be Used To Provide Notice

Communications made through the Service's e-mail and messaging system will not constitute legal notice to the Company or any of its officers, employees, agents or representatives in any situation where notice to the Company is required by contract or any law or regulation.

USER CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM

Communications From The Company

You understand and agree that, as part of Your registration for and use of the Services, the Company may send to You certain communications from time to time, including (a) announcements, such as announcements concerning upgrades, modifications and/or enhancements to the Site and any new products or services that may be offered by the Company, including volunteer and other social giving opportunities related to our mission; (b) service announcements, such as announcements regarding possible interruptions or other conditions that may affect access to and/or use of the Site and/or any other products or services offered by the Company; (c) Services-related announcements; and (d) other administrative updates.

For contractual purposes, you (a) consent to receive communications from the Company in an electronic form via the email address you have submitted; and (b) agree that all Terms of Use, agreements, notices, disclosures, and other communications that the Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

You may opt out of such email by changing your account settings or sending an email to admin@usit.care or mail to the following postal address:

- Customer Support

- 1540 Avenue Place
- Atlanta, GA 30329

Opting out may prevent you from receiving messages regarding the Company or special offers.

Warranty Disclaimer

THE SERVICE, IS PROVIDED “AS IS,” “AS AVAILABLE” AND “WITH ALL FAULTS” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICE INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, ACCURACY AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, THE COMPANY MAKES NO WARRANTY OR REPRESENTATION THAT ACCESS TO OR OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR BUG FREE, ERROR FREE OR THAT USE OF THE SITE WILL RESULT IN ANY PARTICULAR RESULTS. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES, INFORMATION, CONTENT OR OTHER MATERIAL OBTAINED FROM THE SERVICE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO YOU. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES ON BEHALF OF ITSELF WITH RESPECT TO THIRD PARTY SOFTWARE OR EQUIPMENT AND EXPRESSLY EXCLUDES ANY AND ALL LIABILITY ARISING FROM OR RELATING TO A THIRD PARTY’S SOFTWARE AND/OR EQUIPMENT.

Limitation of Damages; Release

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, DIRECTORS, OR EMPLOYEES, OR ITS LICENSORS OR PARTNERS, BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, USE, OR DATA, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, HOWEVER ARISING, THAT RESULT FROM (A) THE USE, DISCLOSURE, OR DISPLAY OF YOUR USER CONTENT; (B) YOUR USE OR INABILITY TO USE THE SERVICE; (C) THE SERVICE GENERALLY OR THE SOFTWARE OR SYSTEMS THAT MAKE THE SERVICE AVAILABLE; OR (D) ANY OTHER INTERACTIONS WITH THE COMPANY OR ANY OTHER USER OF THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO YOU.

You agree to indemnify, defend and hold harmless the Company, its affiliates, and their respective officers, directors, employees, agents, successors, affiliates, assigns, licensors, partners, joint ventures, customers and any other person or entity involved in the creation, production and/or distribution of the Site, from and against any and all claims, liabilities, costs and expenses (including, without limitation, attorneys' fees and expenses) incurred in

connection with or arising from any breach by You of these Terms of Use or resulting in connection with or arising from Your use of the Site or Services.

Modification of Terms of Use

We can amend these Terms of Use at any time and will update these Terms of Use in the event of any such amendments.

It is your sole responsibility to check the Site from time to time to view any such changes in the Agreement. If you continue to use the Site, you signify your agreement to our revisions to these Terms of Use. However, we will notify you of material changes to the terms by posting a notice on our homepage and/or sending an email to the email address you provided to us upon registration. For this additional reason, you should keep your contact and profile information current. Any changes to these Terms (other than as set forth in this paragraph) or waiver of the Company's rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of an officer of the Company. No purported waiver or modification of this Agreement by the Company via telephonic or email communications shall be valid.

General Terms

If any part of this Agreement is held invalid or unenforceable, that portion of the Agreement will be construed consistent with applicable law. The remaining portions will remain in full force and effect. Any failure on the part of the Company to enforce any provision of this Agreement will not be considered a waiver of our right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement.

You agree that any cause of action related to or arising out of your relationship with the Company must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

These Terms of Use and your use of the Site are governed by the federal laws of the United States of America and the laws of the State of Delaware without regard to conflict of law provisions. The parties agree that neither may bring a claim or assert a cause of action against the other, in any forum or manner, more than one (1) year after the cause of action accrued, except where the party could not have reasonably discovered the wrong giving rise to the claim within the basic facts supporting the claim within one (1) year. Company and Users hereby agree on behalf of themselves, and any person claiming by or through them, that the sole jurisdiction and venue for any litigation arising from or relating to the use of this Site or the Services will be an appropriate federal or state court located in Fulton County, Georgia.

Notices

Except as is stated herein to the contrary, any notices to the Company must be given by postal mail sent to the Company's headquarters as then listed on the Site. Any notices to you will be sent to the e-mail address that you provide to the Company.

Should any term of these Terms of Use be finally held by a court of competent jurisdiction to be invalid, unenforceable, void, or otherwise contrary to law or equity, the Company and You agree that such provision shall be automatically severed and the remainder of these Terms of Use that can be given effect shall continue to be given effect.

Subject to the following sentence, these Terms of Use, including the Privacy Policy, constitute the entire agreement between the Company and You with respect to the subject matter of these Terms of Use, and supersede all prior agreements, understandings or representations between you and the Company with respect to the subject matter of these Terms of Use. In the event of a conflict between these Terms of Use and any such other agreement to which you have agreed or in the future agree, the terms of such other agreement shall control. These Terms of Use may not be modified except in writing and as is permitted herein.

The Company may assign or delegate these Terms of Service and/or the Company's Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Policy without the Company's prior written consent, and any unauthorized assignment and delegation by you is void.