Website Terms & Conditions ("Terms of Use")

INTRODUCTION

These Terms & Conditions were last modified on October.

The Contrada Group Inc (the "COMPANY") welcomes you to www.PetraContrada.com (the "Website").

VISITORS TO OUR WEBSITE MAY HAVE ACCESS TO WEBSITE CONTENT SUBJECT TO THE FOLLOWING TERMS OF USE, WHICH CONSTITUTE A LICENSE GOVERNING YOUR USE OF THE WEBSITE AND ANY TRANSACTIONS THAT ARE INITIATED THROUGH THE WEBSITE. BY VISITING THE WEBSITE, YOU ARE CONSENTING TO THE FOLLOWING TERMS OF USE. THERE ARE PROVISIONS BELOW CONSTITUTING A WAIVER OF CERTAIN LEGAL RIGHTS. PLEASE READ ALL INFORMATION CAREFULLY.

In these terms and conditions, "We/us/our/[d/b/a]" means The Contrada Group Inc. The "Website" means the website located at www.PetraContrada.com (or any subsequent URL which may replace it) and all associated websites and micro sites of The Contrada Group Inc. "You/your" means you as a user of the Website.

By accessing and using the Website, you acknowledge that you have read, understood and agree to be bound be these Terms of Use and our *Privacy Policy*, which is hereby incorporated by reference (collectively, this "Agreement"). If you do not agree to any of the terms contained herein, then please do not use or access the Website.

To access or use the Website, you must be 18 years or older and have the requisite authority to enter into these Terms and Conditions.

PRIVACY

Please review our *Privacy Policy*, which also governs your visit to the Website, to understand our privacy practices.

CONSIDERATION

You agree that these Terms of Use are supported by reasonable and valuable consideration, the receipt and adequacy of which you hereby acknowledge, including, without limitation, your access to and use of the Website and all Content available at or through the Website.

VISITORS & REGISTERED USERS

Any user who voluntarily signs up for more information (e-newsletter, promos, bonus materials, etc), or who purchases a product, service or program through the Website, is

agreeing to both the terms of this Agreement and the accompanying Terms and Conditions of Purchase where applicable with respect to such product, service or program.

We provide Visitors and Registered Users with access to the Services as described below.

Visitors. Visitors are those who visit the Website but do not register with us. No login or personal information is required of our Visitors. Visitors can view all publicly available content on the Website and also contact us by email.

Registered Users. Registered Users can access all publicly available content on the Website, contact us by email, and upon registration for an e-newsletter, product, service or program, may also gain access to exclusive content hosted as part of this Website.

The Company is under no obligation to accept any individual as a Registered User and may accept or reject any registration in its sole and complete discretion. In addition, the Company may deactivate any account at any time, including, without limitation, if it determines that a Registered User has violated these Terms of Use, or the Terms of Use for any particular service, product or program.

INTELLECTUAL PROPERTY / RESTRICTIONS ON USE

The Website contains or may contain as part of the Website itself, or as part of certain products, services or programs offered through the Website, text, graphics, logos, images, coursework, software, video or audio files, and other material provided by or on behalf of the Company (collectively referred to as the "Content"). The Content includes the specific selection and arrangement of all Content, i.e. the design. All Content is proprietary and is protected under both United States and foreign laws, whether owned by us or by third parties with whom we associate to help deliver the Content.

You shall not use the Website for any illegal purposes, and you will use it in compliance with all applicable laws and regulations. Unauthorized use of the Content may violate copyright, trademark and other applicable laws.

Registered Users who have purchased any product, service or program may download one copy of their purchase onto their personal computer and view any Content contained in such purchased product, service or program for their own personal, non-commercial use. Other than as set forth in this section, you have no other rights in or to the Content (other than your own Registered User-Generated Content that you post to the Website, where applicable), and you will not use the Content except as permitted under this Agreement. No other use is permitted without the prior written consent of the Company. The Company retains all right, title and interest, including all intellectual property rights, in and to the Content. You must retain all copyright and other proprietary notices contained in the original Content. You agree not to duplicate, imitate, copy, reproduce, transmit, publish, display, distribute, sell, transfer, assign, license, sublicense, publicly perform, commercially exploit or create derivative works of such material and content, nor to help or assist third parties in doing the same. You are also prohibited from posting any portion of the Content

in either print or digital format, included on any other website, social media page, or in a networked computer environment for any purpose. The Content may not be used in connection with any product or service that is not ours in any manner that is likely to cause confusion among users or disparages or discredits us or anyone else.

You agree not to use the Website in a way that may cause the Website to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Website is in any way impaired. You agree not to attempt any unauthorized access to any part or component of the Website.

You agree that in the event that you have any right, claim or action against any User arising out of that User's use of the Website, then you will pursue such right, claim or action independently of and without recourse to us.

SUBMISSIONS & USER-GENERATED CONTENT LICENSE

There may be portions of the Website that allow for the posting of reviews, comments, photographs or other content ("User-Generated Content"). Where the website allows, you are permitted to submit comments, communications, suggestions, ideas, questions, or other information, *provided that* the material submitted is not threatening, objectionable, illegal, obscene, defamatory (to us or anyone else), invasive of privacy or intellectual property rights, or otherwise injurious to us or third parties. Further, anything submitted shall not contain malware, software viruses, or spam, including political campaign material, commercial solicitations, chain letters, or mass mailings. You may not use false e-mail addresses, impersonate anyone, or otherwise mislead as to the origin of any content. We reserve the right (but not the obligation) to remove or edit any such content.

You agree that any content you submit to us, i.e. "User Generated Content," as described above, will not be subject to any expectation of privacy, trust, or confidence between us and that no confidential, fiduciary or other relationship is intended or created between you and us. If you post any such content, intentionally or unintentionally, you are granting us a License in said content, and we and any others we designate from time to time shall have unrestricted rights to use the Content for any and all purposes whatsoever, commercial or otherwise, without any further permission from or any payment to you or anyone else. This includes rights to use the name that you submit, along with any other name by which you are known, in connection with the User-Generated Content. <u>To be clear, we have the right to use, reproduce, license, sub-license, transfer, print, display, exhibit, distribute, re-distribute, publish, modify, translate, or create derivative works of any User-Generated Content that you submit or provide, without any further permission from or notice or payment to you</u>. You agree to this "User-Generated Content License" whether or not your User-Generated Content is used by us.

You represent and agree that you own, have full rights to or otherwise control all User-Generated Content that you submit or send to us, that such User-Generated Content is accurate and truthful and does not violate these Terms of Use, our Privacy Policy, or the rights of us or any third party and will not cause injury to anyone. You agree to indemnify

us and our affiliates and designees from and against any and all claims arising out of, resulting from or relating to any such User-Generated Content. We have the right, but not the obligation, to review and remove any activity or content involving you or your account. We assume no responsibility and have no liability for any User Generated Content created or posted by you or anyone else.

Each time that you access the Website or create or submit User-Generated Content, you agree to, ratify and confirm the terms of the then-existing User-Generated Content License for that submission and all previous submissions by you to us.

CONTENT LINKED TO THE WEBSITE

From time to time we may include or provide third-party links on our Website. When you click on links that take you outside of our Website to any other webpage including those of affiliates, joint-venture partners, content partners or other businesses or service providers who may or may not be affiliated with our work, you assume all of the risk, responsibilities and consequences resulting from your use of or access to third-party websites. Other websites not belonging to the Company may be subject to different terms and conditions of use and privacy policies. You acknowledge that we are not responsible for examining or evaluating the content of other sites, nor are we responsible for the availability of any external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of any third party websites, including, without limitation, any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offense caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

AFFILIATE LINKS & COMPENSATION DISCLOSURE

We enter into affiliate relationships with third parties and from time to time provide links to third-party services or products on our website and in our email marketing. We receive compensation through these affiliate relationships, including when our Users purchase services or products via such links. We provide disclosures when sending or posting such information as an affiliate. If we are providing a review or rating of a third party's service or product and receive payment for such review or rating, we disclose that information when sharing our review or rating.

CHANGES TO THE WEBSITE

We reserve the right to modify or withdraw, temporarily or permanently, the Website (or any part of it) with or without notice to you. You agree that we shall not be liable to you or any third party for any modification to or withdrawal of the Website. You will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website.

We may alter these terms and conditions from time to time, and your use of the Website (or any part of it), following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Terms of Use have been changed. If you do not agree to any change to the Terms of Use then you must immediately stop using the Website.

INDEMNIFICATION

You agree to be fully responsible for and fully indemnify, defend and hold us (including our licensors, licensees, successors, distributors, agents, representatives, and other authorized users, and each of their respective officers, directors, owners, managers, members, employees, agents, representatives and assigns, collectively the "Indemnified Parties") harmless from and against any and all claims, liability, damages, losses, costs and expenses, including legal fees and expenses, suffered by us and arising out of any breach of the conditions by you or any other liabilities arising out of your use of the Website, or the use by any other person accessing the website using your password, personal computer or other electronic device, or internet access account. You shall use your best efforts to cooperate with us in the defense of any claim including to provide us with assistance, without charge, as we may request in connection with any such defense, including, without limitation, providing us with such information, documents, records, and reasonable access to you as we deem necessary. We reserve the right to employ separate counsel and assume the exclusive defense and control of the settlement and disposition of any claim that is subject to indemnification by you. You shall not settle any third party claim or waive any defense without our prior written consent.

DISCLAIMER OF WARRANTIES/LIMITATION OF LIABILITY

YOU AGREE THAT YOUR ACCESS TO AND USE OF THE WEBSITE AND ANY CONTENT HEREIN IS AT YOUR OWN RISK.

THE CONTENT ON THE WEBSITE IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY, ACCURACY, CONDITION OR COMPLETENESS, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OR TRADE.

WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN ANY CONTENT, PRODUCT, SERVICE OR PROGRAM OFFERED THROUGH THE WEBSITE (INCLUDING, WITHOUT LIMITATION, USER-GENERATED CONTENT) WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVERS THAT HOST SUCH CONTENT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR ARE FULLY FUNCTIONAL, ACCURATE OR RELIABLE. WE WILL NOT BE RESPONSIBLE FOR ANY LOSS OF CONTENT OR MATERIAL AS A RESULT OF UPLOADING TO OR DOWNLOADING FROM THE WEBSITE AND YOU ASSUME THE ENTIRE COST OF ALL

NECESSARY SERVICING, REPAIR OR CORRECTION OF ANY OF YOUR EQUIPMENT OR SOFTWARE.

WE EXPLICITLY DISCLAIM ANY RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS OR AVAILABILITY OF THE INFORMATION, CONTENT AND MATERIALS FOUND ON SITES THAT LINK TO OR FROM THE WEBSITE. WE CANNOT ENSURE THAT YOU WILL BE SATISFIED WITH ANY PRODUCT OR SERVICE THAT YOU PURCHASE FROM A THIRD PARTY WEBSITE THAT LINKS TO OR FROM THE WEBSITE OR THIRD PARTY INFORMATION, CONTENT OR MATERIALS CONTAINED ON OUR WEBSITE. WE DO NOT ENDORSE ANY OF THE MERCHANDISE, NOR HAVE WE TAKEN ANY STEPS TO CONFIRM THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY OF THE INFORMATION, CONTENT OR MATERIALS CONTAINED ON ANY THIRD PARTY WEBSITE. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE SECURITY OF ANY INFORMATION, CONTENT OR OTHER MATERIALS (INCLUDING, WITHOUT LIMITATION, CREDIT CARD AND OTHER PERSONAL INFORMATION) YOU MIGHT BE REQUESTED TO GIVE TO ANY THIRD PARTY. YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL CLAIMS AGAINST US WITH RESPECT TO INFORMATION, CONTENT AND MATERIALS CONTAINED ON THE WEBSITE (INCLUDING, WITHOUT LIMITATION, USER-GENERATED CONTENT), ON THIRD PARTY SITES, AND ANY INFORMATION, CONTENT AND MATERIALS YOU PROVIDE TO OR THROUGH ANY SUCH THIRD PARTY SITES (INCLUDING, WITHOUT LIMITATION, CREDIT CARD AND OTHER PERSONAL INFORMATION). WE STRONGLY ENCOURAGE YOU TO MAKE WHATEVER INVESTIGATION YOU FEEL NECESSARY OR APPROPRIATE BEFORE PROCEEDING WITH ANY ONLINE OR OFFLINE TRANSACTION WITH ANY THIRD PARTY.

THE WEBSITE AND PRODUCTS, SERVICES OR PROGRAMS CONTAINED HEREIN ARE NOT SUBSTITUTES FOR ANY PROFESSIONAL ADVICE OR TREATMENT, INCLUDING THE ADVICE AND TREATMENT OF A LICENSED HEALTH CARE PROFESSIONAL. THE PRODUCTS AND SERVICES OFFERED BY THE COMPANY ARE NOT SUITED FOR EVERYONE. THE CREATORS OF ANY PRODUCTS, SERVICES OR PROGRAMS OFFERED HEREIN OR IN CONNECTION HEREWITH DO NOT ASSUME, AND SHALL NOT HAVE, ANY LIABILITY TO USERS FOR INJURY OR LOSS IN CONNECTION THEREWITH. WE MAKE NO REPRESENTATIONS OR WARRANTIES AND EXPRESSLY DISCLAIM ANY AND ALL LIABILITY CONCERNING ANY TREATMENT OR ANY ACTION FOLLOWING THE INFORMATION OFFERED OR PROVIDED WITHIN OR THROUGH THE WEBSITE. FOR SPECIFIC CONCERNS, QUESTIONS OR SITUATIONS REQUIRING PROFESSIONAL OR MEDICAL ADVICE, YOU SHOULD CONSULT WITH AN APPROPRIATELY TRAINED AND QUALIFIED SPECIALIST, SUCH AS A LICENSED PHYSICIAN, PSYCHOLOGIST, OR OTHER HEALTH PROFESSIONAL. NEVER DISREGARD THE MEDICAL ADVICE OF A PSYCHOLOGIST, PHYSICIAN OR OTHER HEALTH PROFESSIONAL, OR DELAY IN SEEKING SUCH ADVICE, BECAUSE OF THE INFORMATION OFFERED OR PROVIDED WITHIN OR THROUGH THE WEBSITE.

YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS "DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. YOU EXPRESSLY AGREE TO RELEASE AND DISCHARGE ALL

INDEMNIFIED PARTIES (AS DEFINED ABOVE) FROM ANY AND ALL CLAIMS OR CAUSES OF ACTIONS AND YOU AGREE TO VOLUNTARILY GIVE UP AND IRREVOCABLY WAIVE AND RELEASE ANY RIGHT THAT YOU MAY OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST ANY INDEMNIFIED PARTY FOR PERSONAL INJURY OR PROPERTY DAMAGE.

YOU ACKNOWLEDGE THAT WE CANNOT GUARANTEE AND THEREFORE SHALL NOT BE IN ANY WAY RESPONSIBLE FOR THE SECURITY OR PRIVACY OF THE INTERNET AND THIS WEBSITE AND ANY INFORMATION PROVIDED TO OR TAKEN FROM THE WEBSITE BY YOU.

WE WILL NOT BE LIABLE, IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), PRE-CONTRACT OR OTHER REPRESENTATIONS (OTHER THAN FRAUDULENT MISREPRESENTATIONS) OR OTHERWISE OUT OF OR IN CONNECTION WITH THE WEBSITE OR PRODUCTS OR SERVICES OFFERED ON THE WEBSITE WHETHER BY US OR ON OUR BEHALF (INCLUDING FREE SOFTWARE DOWNLOADS) FOR ANY ECONOMIC LOSSES (INCLUDING WITHOUT LIMITATION LOSS OF REVENUES, PROFITS, CONTRACTS, BUSINESS OR ANTICIPATED SAVINGS) OR ANY LOSS OF GOODWILL OR REPUTATION, OR ANY LOSS OR CORRUPTION OF DATA, OR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY LOSSES OR DAMAGES; IN ANY CASE WHETHER OR NOT SUCH LOSSES OR DAMAGES WERE WITHIN THE CONTEMPLATION OF EITHER OF US AT THE DATE ON WHICH THE EVENT GIVING RISE TO THE LOSS OCCURRED.

UNDER NO CIRCUMSTANCES (INCLUDING NEGLIGENCE) SHALL WE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE EXEMPLARY OR ANY OTHER DAMAGES (INCLUDING LOST PROFITS), PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE OF ANY KIND OR NATURE WHATSOEVER THAT ARISE OUT OF OR RESULT FROM THE USE OF OR ANY INABILITY TO USE, THE WEBSITE OR ANY CONTENT OR FUNCTIONS THEREOF; OR ANY ACT OR OMISSION, ONLINE OR OFFLINE, OF ANY USER OF THE WEBSITE OR ANYONE ELSE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL LOSS, COST, DAMAGE, LIABILITY OR EXPENSE (INCLUDING ATTORNEYS FEES AND COSTS) THAT YOU MAY SUFFER OR INCUR, UNDER ANY THEORY OF LIABILITY, IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, EXCEED THE LESSER OF THE AMOUNT PAID BY YOU, IF ANY, FOR THE RIGHT TO ACCESS OR PARTICIPATE IN ANY ACTIVITY RELATED TO THE WEBSITE OR $100.00.

UNDER NO CIRCUMSTANCES SHALL WE OR ANY OF THE INDEMNIFIED PARTIES BE LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING, DIRECTLY OR INDIRECTLY, FROM ANY EVENT OF FORCE MAJEURE OR OTHER CAUSE BEYOND OUR OR THEIR CONTROL INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, WAR, EQUIPMENT AND TECHNICAL FAILURES, ELECTRICAL POWER FAILURES OR FLUCTUATIONS, STRIKES, LABOR DISPUTES, RIOTS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, NATURAL DISASTERS, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, OR NON-PERFORMANCE OF THIRD PARTIES. NEITHER WE NOR

ANY OTHER INDEMNIFIED PARTY IS RESPONSIBLE OR LIABLE FOR ANY INCOMPATIBILITY BETWEEN THE WEBSITE AND ANY SITE, SERVICE, SOFTWARE OR HARDWARE, OR ANY DELAY OR FAILURE YOU MAY EXPERIENCE WITH ANY TRANSMISSION OR TRANSACTION RELATED TO THE WEBSITE.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS HEREIN AND ELSEWHERE IN THESE TERMS OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

WHERE CERTAIN STATE LAWS DO NOT ALLOW CERTAIN OF THE EXCLUSIONS, LIMITATIONS, OR DISCLAIMERS OF LIABILITY SET FORTH IN THESE TERMS OF USE, SUCH EXCLUSIONS, LIMITATIONS OR DISCLAIMERS MAY NOT APPLY TO YOU.

COMPLIANCE WITH APPLICABLE LAW

The Website is based in the United States. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with all applicable laws of your specific jurisdiction.

CONTROLLING LAW

This Agreement and any action related thereto will be governed by the laws of the State of New York (NY).

CALIFORNIA CONSUMER RIGHTS NOTICE

California users of the Website are entitled to the following information pursuant to California Civil Code Section 1789.3:

For any questions or complaints about the Company, our products, services or the Website, please contact us via e-mail at petra(at)petracontrada(dot)com via written correspondence sent to The Contrada Group Inc., or via phone at (914) 623-8186. The Company is engaged in the sale of services worldwide and within the USA. Currently there are no charges to the consumer for the use of the Website, other than the cost of any products, programs or services purchased through the Website, and any applicable fees associated with such purchases. Unless otherwise stated, these charges appear for each purchase on an Order Confirmation page or in an Order Confirmation sent via email to the consumer following their purchase. The Company reserves the right to change pricing related to any products, programs or services offered through the Website at any time. Those changes will be reflected in the terms and conditions accompany the sale, and on the Order page.

The Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in California, Consumer Information Center may be contacted in writing at 1625 North Market Blvd, Suite N-112, Sacramento, CA 95834 or by calling 1-800-952-5210.

DISPUTE RESOLUTION & BINDING ARBITRATION

In the event of a dispute arising under or relating to this Agreement, the Content, or the Website (each, a "Dispute"), either party may elect to finally and exclusively resolve the dispute: first, by confidential mediation, to be conducted by a mutually selected, qualified neutral, third-party attorney/mediator located in Harrison, NY which mediation may occur in-person, online (via web cams), or telephonically, and shall be scheduled within 30 days of either party providing the other with a request to mediate; second, by confidential, binding arbitration governed by the Federal Arbitration Act ("FAA"). Any election to arbitrate, at any time, shall be final and binding on the other party. IF EITHER PARTY CHOOSES ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL. DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator whose decision shall be final except for a limited right of appeal under the FAA. Any court in Harrison, NY may enforce the arbitrator's award. The arbitration may be conducted in person, through the submission of documents, by phone, or online and shall be conducted by a qualified JAMS or similarly experienced arbitrator. If conducted in person, the arbitration shall take place in Harrison, NY. The parties may litigate in court to compel arbitration, to stay proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. In addition, we may litigate in court to seek injunctive relief.

CLASS ACTION WAIVER

You agree that any arbitration or court proceeding shall be limited to the Dispute between us and you, individually. To the full extent permitted by law, (i) no arbitration or legal proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class-action basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

ELECTRONIC COMMUNICATION

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

ENTIRE AGREEMENT

These Conditions and documents referred to herein (as amended from time to time) contain the entire Agreement between you and us relating to the Website and any matter covered and supersede all prior and contemporaneous agreements, representations,

understandings or proposals between us. No oral explanation or oral information given by either of us shall alter the interpretation of these Conditions.

MISCELLANEOUS LEGAL PROVISIONS

No waiver of any of the provisions herein by the Company shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

The subject headings in this Agreement are provided for convenience only and shall not alter the construction or interpretation of any of its terms or provisions.

You agree that no joint venture, partnership, employment or agency relationship exists between you and us as a result of these Terms of Use or your use of the Website.

Nothing contained in this Agreement is in derogation of our right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by us with respect to such use. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

If any provision of these Terms of Use is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect, and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

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