

Terms of Service

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AGREEMENT TO THESE TERMS

These Terms of Use ("Terms of Use") constitute a legally binding agreement made between you, whether personally and/or on behalf of an entity ("you") and UCT Holding LLC ("Company", "we", "us", or "our") concerning your access to and use of the website located at <https://www.velaristrading.com> as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto, including but not limited to the Company's social media accounts and webpages (the "Social Media Sites" and collectively, the "Sites"). You agree that by accessing the Sites, you have read, understood, and agreed to be bound by all of these Terms of Use, as well as our Privacy Policy, located at <https://www.velaristrading.com/privacy-policy> (the "Privacy Policy"), incorporated herein by reference. The Sites are hosted in the U.S. If you access the Sites from any other region of the world with laws or other requirements governing data (including personal data) collection, use, or disclosure that differ from applicable U.S. laws, then through your continued use of the Sites, you are transferring your data to the U.S., and you expressly consent to have your data transferred to and processed in the U.S. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITES AND YOU MUST DISCONTINUE USE IMMEDIATELY. In addition, you agree to be bound by the terms and conditions, privacy policy and/or other terms and conditions (the "Social Media Platform Rules") of any of the social media websites, platforms and applications on which the Company's Social Media Sites reside.

Supplemental terms and conditions or documents that may be posted on the Sites from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the "Last Updated" date of these Terms of Use, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Sites after the date such revised Terms of Use are posted.

The Sites are offered and available to users who are eighteen (18) years of age or older. The information provided on the Sites is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to any applicable federal, state, local, or international law, statute, regulation or guideline (including without limitation any applicable law, statute, regulation or guideline concerning anti-discrimination, export controls, false advertising, unfair competition or the export of data or software to and from the U.S. or other countries) (collectively, "Laws") or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Sites from other locations do so on their own initiative and are solely responsible for compliance with local Laws, if and to the extent local Laws are applicable.

INTELLECTUAL PROPERTY RIGHTS

The Sites and their entire contents, features, and functionality (including but not limited to all information, data, software, source code, databases, text, displays, images, photographs, graphics, video, and audio, and the design, selection, and arrangement thereof) (collectively, the "Content") are owned by the Company, its licensors, or other providers or owners of such Content and are protected by U.S. and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights Laws. No right, title, or interest in or to the Sites or any Content on the Sites is transferred to you. We reserve all rights not expressly granted to you in and to the Sites and the Content. UCT Holding, Velaris Trading, its logos, slogans, taglines, subscriptions, feature names, and other trademarks are trademarks of the Company and may not be used without the Company's express written permission. All other names, logos, product and service names, designs, and slogans on the Sites are the intellectual property of their respective owners. Nothing contained in the Sites shall be construed as granting any license or any other rights to any copyright, trademark, patent or other property of the Company or any other person or entity, whether by implication, laches, estoppel, explicit grant or otherwise.

These Terms of Use permit you a limited license to access and use the Sites for your personal, non-commercial use only, provided that you maintain all copyright, trademark, and other proprietary rights notices. You must not use, reproduce, distribute, modify, create derivative works of, publicly display, post, sell, publicly perform, republish, download, store, or transmit any of the Content on our Sites, including but not limited to any Content on the Company's Sites on Discord, except as follows:

Your computer may temporarily store copies of such Content in random access memory (RAM) incidental to your accessing and viewing such Content. You may store files that are automatically cached by your Web browser for display enhancement purposes. You may print one copy of a reasonable number of pages of the Sites for your own personal, non-commercial use and not for further reproduction, publication, or distribution.

If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You must not modify copies of any Content from the Sites or delete or alter any copyright, trademark, or other proprietary rights notices from copies of Content from the Sites. You must not access or use for any commercial purposes any part of the Sites or any services or materials available through the Sites.

COPYRIGHTS AND COPYRIGHT AGENT

The Company respects the intellectual property rights of others. Pursuant to Title 17, United States Code, Section 512, which is a part of the United States Digital Millennium Copyright Act (the "DMCA"), notifications of claimed copyright infringement on any of the Sites should be sent to the Company's designated agent. If you believe that your Contributions or other materials have been used in a way that may constitute copyright infringement, you should promptly furnish the following information by written notice to the Company's designated agent:

- 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;
- A description of the location on the Sites where the material that you claim is infringing is located;
- Your name, address, telephone number and email address;
- A written 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; and
- A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf.

The Company's designated agent for notice of claims of copyright infringement on any of the Sites is its copyright agent, who may be reached as follows:

Copyright Agent
UCT Holding LLC
DMCA Designated Agent Directory DMCA-1041366
UCT Holding LLC
support@velaristrading.com

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA notification may not be effective. The Company has adopted and reasonably implemented a policy that provides for the termination in appropriate circumstances of users of the Sites who are repeat infringers of copyright.

USER REPRESENTATION

By using the Sites, you represent and warrant that: (1) as registration information you submit will be true, accurate, current and complete, (2) you will maintain the accuracy of such information and promptly update such registration information as necessary, (3) you have the legal capacity and you agree to comply with these Terms of Use, (4) you are not a minor in the jurisdiction in which you reside, (5) you will not access the Site through automated or non-human means, whether through a bot, script or otherwise, (6) you may not use the Site for any legal or unauthorized purpose: and (7) your use of the Site will not violate any applicable Law, statute or regulation. If you provide any information that is untrue, inaccurate, not current, or incomplete, we reserve the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

USER REGISTRATIONS

You may be required to register an account in order to access all or some portions of the Sites (an "Account"). You agree to keep your Account password confidential and will be responsible for all use of your Account and password. We reserve the right to remove, reclaim, or change an Account username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

PURCHASE AND PAYMENTS

All products on the Sites are subject to availability. We reserve the right to discontinue any products at any time for any reason. All prices are subject to change without notice. The price charged for a product or service will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. We are not responsible for pricing, typographical, or other errors in any offer by us and we reserve the right to cancel any orders arising from such errors. Sales tax will be added to the price of purchases as deemed required by us. All payments shall be in U.S. dollars. We use a third-party payment processor (the "Payment Processor") to bill you through a payment account linked to your Account (your "Billing Account") for use of certain Content on the Sites. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to the Terms of Use. We are not responsible for error by the Payment Processor. By making any purchase through the Sites, you agree to pay us, through the Payment Processor, all charges at the prices then in effect and you authorize us, through the Payment Processor, to charge your chosen payment provider (your "Payment Method"). You agree to make payment using that selected Payment Method. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. If we, through the Payment Processor, do not receive payment from you, you agree to pay all amounts due on your Billing Account upon demand. We reserve the right to modify the forms of payment that we accept and the payment method(s) that we use for the Sites at any time.

We reserve the right to refuse any order placed through the Sites. We may, in our sole discretion, edit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

Current Information Required. YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT. YOU MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP YOUR BILLING ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND YOU MUST PROMPTLY NOTIFY US OR OUR PAYMENT PROCESSOR IF YOUR PAYMENT METHOD IS CANCELLED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR USER NAME OR PASSWORD. CHANGES TO SUCH INFORMATION CAN BE MADE AT YOUR ACCOUNT SETTINGS. IF YOU FAIL TO PROVIDE ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT WE MAY CONTINUE CHARGING YOU FOR ANY USE OF PAID SERVICES UNDER YOUR BILLING ACCOUNT UNLESS YOU HAVE TERMINATED YOUR PAID SERVICES AS SET FORTH ABOVE.

Recurring Billing. Certain Content paid for through the Sites may consist of recurring period charges as agreed to by you. By choosing a recurring payment plan, you accept responsibility for all recurring charges prior to cancellation. WE MAY SUBMIT PERIODIC CHARGES (E.G., MONTHLY) WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU PROVIDE PRIOR NOTICE (RECEIPT OF WHICH IS CONFIRMED BY US) THAT YOU HAVE TERMINATED THIS AUTHORIZATION OR WISH TO CHANGE YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE WE REASONABLY COULD ACT. TO TERMINATE YOUR AUTHORIZATION OR CHANGE YOUR PAYMENT METHOD, GO TO YOUR ACCOUNT SETTINGS.

Auto-Renewal. Unless you opt out of auto-renewal, which can be done through your Account settings, any paid Content that you have signed up for will be automatically extended for successive renewal periods of the same duration as the term originally selected, at the then-current prices. If you terminate your subscription to any paid Content through the Sites, you may use your subscription until the end of your then-current term, but you won't be eligible for a prorated refund of any portion of the fees already paid for such Content during the current period. Your non-termination or continued use of or access to paid Content reaffirms that we are authorized to charge your Payment Method for such Content. We may submit those charges for payment and you will be responsible for such charges. This does not waive our right to seek payment directly from you. Your charges may be payable in advance, in arrears, per usage, or as otherwise described when you initially selected to use the paid Content.

Free Trials and Other Promotions. Any free trial or other promotion must be used within the specified time of the trial. You must stop using and accessing any paid Content before the end of the trial period in order to avoid being charged for such Content. If you cancel prior to the end of the trial period and are inadvertently charged for such Content, please contact us at support@velaristrading.com.

REFUND AND CANCELCATION POLICY

All sales on the Sites are final. We will not issue any refunds in connection with the Sites.

By subscribing, you acknowledge and understand that refunds are not permitted and will not be given, as all sales are final. This includes all subscription plans and lifetime memberships, which are non-refundable under any circumstances.

If you have a question about refunds, please email us at support@velaristrading.com. You may cancel your subscription at any time and access the group for the remainder of your subscription period. Subscription renewal is automatic and will be processed each month for monthly subscribers, or annually for annual subscriptions. Monthly subscriptions will be charged automatically each billing cycle. Annual subscriptions will be charged in full the day you sign up and it will automatically renew each billing cycle. Annual subscriptions allow you access to the group for 12 months.

For payment support, contact support@velaristrading.com.

PROHIBITED ACTIVITIES

You may not access or use the Sites for any purpose other than that for which we make the Site available. You are solely responsible for any and all acts and omissions that occur during or relating to your access and/or use of the Company's Sites. You may use the Sites only for lawful purposes and in accordance with these Terms of Use. The Sites may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us. As a user of the Sites, you agree not to:

- Systematically retrieve data or other Content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Any in any way that violates any applicable Law(s).
- Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use a buying agent or purchasing agent to make purchases on the Site.
- Use the Site to advertise or offer to sell goods and services.
- Circumvent, disable or otherwise interfere with security-related features of the Sites, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
- Frame, mirror or deep link any portion of any of the Sites on any other website, social media site, intranet, internet or any other computer network.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Engage in any automated use of the Sites or any Content thereon, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Interfere with, disrupt or create an undue burden on the Sites or the networks or services connected to the Sites.
- Attempt to impersonate another user or person or use the username of another user.
- Use any information obtained from the Sites in order to harass, abuse, or harm another person.
- Sell or otherwise transfer your profile.
- Use the Sites as part of any effort to compete with us or otherwise use the Sites and/or the Content for any revenue-generating endeavor or commercial enterprise.
- Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Sites.
- Attempt to bypass any measures of the Sites designed to prevent or restrict access to the Sites, or any portion of the Sites.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Sites to you.
- Delete the copyright or other proprietary rights notice on any Content.
- Copy or adapt the Sites' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Sites.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1*1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spinal re or "passive collection mechanisms" or "pans").

Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Sites, or using or launching any unauthorized script or other software.

Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Sites.

Use the Site in a manner inconsistent with any applicable laws or regulations.

USER CONTRIBUTIONS

The Sites may contain message boards, chat features, personal web pages or profiles, fillable forms, forums and other interactive features that allow users to post, submit, publish, display, or transmit information or materials to the Company, to other users or to other persons, including without limitation posts, personal information, reviews, text, images, photographs, graphics, videos and audio (collectively, "Contributions") on or through the Sites. All Contributions must comply with the Contributions standards set out in these Terms of Use. Additionally, Contributions you transmit shall be treated in accordance with the Privacy Policy. Any Contributions will be considered non-confidential and non-proprietary. By providing any Contributions on the Sites, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns, a fully-paid, non-exclusive, royalty-free, worldwide, perpetual, sublicensable and transferable license to use, post, reproduce, copy, advertise, promote, host, modify, perform, display, transmit, distribute, exploit, prepare derivative works based on, and otherwise deal with or disclose to third parties any such Contributions, with or without attribution and for any lawful purpose.

You understand and acknowledge that you are fully responsible for any of your Contributions, and you, not the Company, have full responsibility for same, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content or accuracy of any Contributions posted by you or any other user of the Sites.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Sites ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions. By submitting suggestions or other feedback regarding the Site, you agree that we can use and share such feedback for any purpose without compensation to you.

When you create or make available any Contributions, you thereby represent and warrant that:

- The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will violate or infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize the Company, the Sites, and other users of the Sites to use your Contributions in any manner contemplated by the Sites and these Terms of Use.
- You have the written consent release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Sites and these Terms of Use.
- Your Contributions are not false, inaccurate, or misleading.
- Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by Company in its sole discretion).
- Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- Your Contributions are not used to harass or threaten any other person and to promote violence against a specific person or class of people.
- Your Contributions do not violate any applicable Law(s).
- Your Contributions do not violate the privacy or publicity rights of any third party.
- Your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
- Your Contributions do not violate any applicable Law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
- Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.
- None of your Contributions shall be subject to any obligation on the part of the Company, whatsoever, including without limitation confidentiality, attribution or otherwise.
- Your Contributions do not involve commercial activities or sales, such as contests, sweepstakes, other promotions, or advertising.
- Your Contributions do not give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Any use of the Sites in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Sites.

THIRD-PARTY WEBSITES AND CONTENT

The Sites may contain (or you may be sent via the Sites) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Sites or any Third-Party Content posted on, available through, or instated from the Sites, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Your use of any Third-Party Websites and/or Third-Party Content, including without limitation, your use of any information, data, advertising, products, or other materials available on or through any Third-Party Websites, is at your own risk and is subject to any applicable third-party terms and/or policies.

Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Sites and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Sites or relating to any applications you use or install from the Sites. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you resulting in any way from any Third-Party Content or any contact with Third-Party Websites. You acknowledge and agree that the Company shall not be responsible or liable for any damage or loss of any kind whatsoever caused or alleged to have been caused in connection with your use of or reliance on any Third-Party Content or any advertising, products, services, information or other materials that may be available on or through any such Third-Party Content.

SITES MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Sites for violations of these Terms of Use and to edit, modify, remove, redact, consolidate and/or clarify any Content and/or other information that we in our sole discretion consider to violate these Terms of Use and/or for any other reason whatsoever; (2) take appropriate legal action against anyone who, in our sole discretion, violates the Law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Sites or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; (5) otherwise manage the Sites in a manner designed to protect our rights and property and to facilitate the proper functioning of the Sites; and (6) terminate or suspend your access to all or part of the Sites for any no reason, including without limitation, any violation of these Terms of Use. The Company's exercise of such reserved rights shall not create any obligation whatsoever for the Company to continue any such monitoring, editing, modifying, removing, redacting, consolidating or clarifying.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Sites. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING COMPANIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

The Company cannot review all material before it is placed on the Sites, and cannot ensure prompt removal of objectionable material after it has been Posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or any other material (including but not limited to Contributions) provided by any user or third party. You understand that by accessing and using the Sites, including the Social Media Sites, you may be exposed to material, including without limitation Contributions, that may offend you. In such event, your sole and exclusive remedy and recourse is to avoid such material by discontinuing your access to and use of the Sites. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this Sites Management section.

TERM AND TERMINATION

Your limited right to access and use the Sites is licensed to you by the Company and is subject to all of the terms and condition of these Terms of Use, the Privacy Policy, and applicable Laws. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE, THE PRIVACY POLICY OR OF ANY APPLICABLE LAWS. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITES OR DELETE YOUR ACCOUNT AND ANY CONTENT AND/OR OTHER INFORMATION THAT YOU POST AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress. We shall not be liable to you or any third party for any termination of your access to the Sites or Content, or to any such information or files, and shall not be required to make such information or files available to you after any such termination.

MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, block or remove the Sites' Content at any time or for any reason at our sole discretion without notice. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Sites or any portion thereof. We do not guarantee that any Content will be made available on the Sites. Nor can we guarantee the Sites will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Sites, resulting in interruptions, delays, or errors. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Sites during any downtime or discontinuance of the Sites. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Sites or to supply any corrections, updates, or releases in connection therewith.

GOVERNING LAW AND DISPUTE RESOLUTION

The Sites are controlled and operated by the Company from the State of New York, United States, and is not intended to subject Company to the laws or jurisdiction of any country or territory other than that of the State of New York, United States. We may limit the Sites' availability to any person, geographic area or jurisdiction. These Terms of Use and the Privacy Policy shall each be governed by and construed in accordance with the laws of the State of New York, including its conflicts of law rules.

YOU AND COMPANY ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION. ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO USE OF THE SITES (INCLUDING BUT NOT LIMITED TO ANY PURCHASE FROM OR RELTATING TO THE SITES), WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified herein. (The AAA Rules are available at www.adr.org.) The Federal Arbitration Act will govern the interpretation and enforcement of this section. The arbitration shall take place before a panel of one arbitrator sitting in New York County, New York. The language of the arbitration shall be English. The arbitrator will be bound to adjudicate all disputes in accordance with the laws of the State of New York. The decision of the arbitrator(s) shall be in writing with written findings of fact and shall be final and binding on the parties. Each party shall bear all of its own costs, including but not limited to attorneys' fees, actually incurred in connection with any such arbitration proceedings; provided, however, that if Company is the prevailing party, then it shall be entitled to reimbursement for its reasonable attorneys' fees and related costs expended in connection with the arbitration. The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. You agree to an arbitration on an individual basis. In any dispute, NEITHER YOU NOR COMPANY WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

DISCLAIMER

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