

SHARETOWN, INC.

TERMS OF USE

Thank you for your interest in the ShareTown App (the “*App*”). The App may be accessed via Facebook, directly on the Internet at www.sharetown.com, and/or by a mobile device and these Terms of Use govern your use of the App regardless of how you choose to access it. The App and related services are the sole property of ShareTown, Inc.

1. **ACCEPTANCE.** By clicking “I Agree” or using the website, mobile App or other ShareTown products or services you expressly agree to, and consent to be bound by, all of the terms of this agreement (the “*Terms of Use*”) and affirm your acceptance of the most recent version of the Terms of Use found at [<http://public.sharetown.com/sharetown-facebook-app-terms-of-use>] as provided by ShareTown, Inc. (“*ShareTown*” “*we*”, “*us*”, or “*our*”). By accepting this agreement, you agree as a user of ShareTown online (“*you*”, “*your*”, “*yours*”, “*user*”), to abide and be governed by the following Terms of Use. ShareTown reserves the right to modify or terminate this agreement at any time and in any manner, in whole or in part, even though such changes may affect your membership or use of the website. You agree to review these rules periodically and to be bound by these rules and any modifications hereof. If you do not wish to be bound by these Terms of Use, please exit now. Please review these Terms of Use carefully before acceptance. ShareTown has the right but is not obligated to strictly enforce the Terms of Use through self-help, community moderation, active investigation, litigation and prosecution.
2. **DEFINITIONS.**
 - a. The term “*App*” shall mean the self-contained program and software provided by ShareTown that provides support and allows users to enter into private transactions for the sale or rental of local goods and services.
 - b. The term “*Content*” shall mean all listings, comments, messages, text, files, images, photos, video, sounds, or other materials posted on, transmitted through, or linked to the App.
 - c. The term “*Item*” shall mean any good, service or product listed on the App.
 - d. The term “*Listing*” shall mean advertisements placed on ShareTown’s website to buy or sell Items by Users.
 - e. The term “*Personal Information*” shall mean any personally identifiable information collected through the App about the individual, including but not limited to the individual’s name, address, credit card information, email address and telephone number.
 - f. The term “*Policies*” shall mean all of ShareTown’s Policies, including but not limited to ShareTown’s Terms of Use and Privacy Policy.
 - g. The term “*Registered User*” shall mean a User who has provided the Registration Data (defined below) to complete the signup process.
 - h. The term “*Services*” shall mean any services offered through the ShareTown App that Users may utilize to improve their experience such as but not limited to the App’s Safe Payment option, ShareTown products, and software that facilitates and supports transactions for the sale of local goods and services.
 - i. The term “*User*” shall mean all individuals or entities that access or use the App, whether the user is a registered User or not.
3. **UPDATES.** In connection with providing the Services required under these Terms of Use, ShareTown may elect to update the App at any time. These updates may include bug fixes, feature enhancements or improvements, or entirely new versions of the App. You agree that ShareTown may automatically deliver such updates to you as part of the Services and you shall receive and install them as required.
4. **REPRESENTATIONS.** Both parties agree to observe all applicable standards of professionalism and ethics, and certify that they are and will continue to be in compliance with all applicable Federal and State laws, rules and/or regulations. ShareTown does not itself offer any services, products or items. The App is an online marketplace only, designed for the unique purpose of facilitating transactions between private parties. We do not intervene in the transactions between Users. ShareTown cannot thus be considered part of the any agreement between Users of the App. ShareTown exercises no control over the quality, safety or legality of Items or services listed, or over the truthfulness or accuracy of the Listings, or over the ability of Users to transact with regard to the Items listed. We do not guarantee that Users will complete any or all terms of any transaction.
5. **REVISIONS AND ERRATA.** The materials appearing on ShareTown’s web site could include technical, typographical, or photographic errors. ShareTown does not warrant that any of the materials on its web site are accurate, complete, or current. ShareTown may make changes to the materials contained on its web site at any time without notice. ShareTown does not, however, make any commitment to update the materials.
6. **LINKS.** ShareTown’s website may contain links to websites, Apps or other products or services operated by other companies (“*Third-Party Platforms*”). ShareTown does not endorse, monitor or have any control over these Third-Party Platforms, which have separate terms of use and privacy policies. ShareTown is not responsible for the content or policies of Third-Party Platforms. USE OF THIRD-PARTY SERVICES OR CONTENT IS SOLELY AT YOUR OWN RISK. SHARETOWN MAY

NOT BE HELD LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF ANY THIRD-PARTY PLATFORM.

7. **ELIGIBILITY.** To create an account and register for the App and Services, you must be 18 years or older, provide certain Personal Information, including your full legal name, a valid email address and phone number for you, and any other information requested to complete the signup process (the “*Registration Data*”). The information we obtain through your use of this App or Services, including your Registration Data, is subject to our Privacy Policy, which can be found at <http://public.sharetown.com/sharetown-privacy-policy>. All Users have a right to access, modify, correct, and delete any of their Personal Information, a right which can be exercised at any time directly on the App and/or by contacting ShareTown. Our services are reserved to persons lawfully capable, or authorized to be part of any transactions that the User may attempt on the App in the United States.
8. **PUBLIC V. PRIVATE FUNCTIONALITY.** The App contains functions open to the public use and functions accessible only by Registered Users. The public functions allow access to view User listings. The private functions within the App are only accessible after a User registers. Registered Users must enter the Registration Data to enter the private area. The private area allows Users to access various App functions such as search, categories, listings management, etc. We reserve the right to change registration procedure or the information required from time to time, in our sole discretion. Each User is responsible for the security and privacy of his or her own security verification information, and agrees to hold ShareTown harmless for any breach of security of his or her account as a result of a User’s or third party’s acts or omissions related to such information.
9. **ACCOUNT SECURITY.** By registering with ShareTown, you are the sole authorized user of your account and are solely responsible for any and all activities that take place with respect to your account. You are solely and fully responsible for maintaining the confidentiality of your account information, including your account password. Therefore, you must take steps to ensure that others do not gain access to your password and account. You are also responsible for all activities that occur in connection with your account. If you suspect that any unauthorized party is using your account, you agree to notify us immediately. Also, you may not transfer or share your account with anyone, and we reserve the right to immediately terminate your account if you do transfer or share your account. ShareTown must be notified of any change of your personal information within five (5) days of the change. Registration of a User Account requires that the User provide a valid email address that can be used to communicate between the User and ShareTown. All email communications sent to the email address provided by the User is deemed to have been received by the User.
10. **DEFAULT; TERMINATION.** You may cancel your account, involvement as a User of the App, or any of the Services at any time and for any reason by providing email notice to support@sharetown.com or by removing the App from your device. ShareTown reserves the right to terminate or suspend the Services at any time in the event that you breach any provision of the Terms of Use, or do any of the following:
 - a. Engage in any activity that violates the Terms of Use, or other ShareTown Policies;
 - b. Make false statements;
 - c. Take any action which, in our reasonable belief, breaches in moral standards;
 - d. Transmit any worms, viruses or any code of a destructive nature;
 - e. Disseminate any content that is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy, tortious, infringing on another’s copyright, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies;
 - f. Use, copy or disseminate copyright protected works without express authorization;
 - g. Engage in abusive or fraudulent use of collaboration tools (spam of comments, spam of clicks, etc.); and
 - h. Engage in the dissemination of unsolicited commercial messages (“Spam”).

Upon any termination, the rights and licenses granted to you herein shall terminate and you must cease all use of the App and the Services. ShareTown shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection with such termination or suspension, including the removal and deletion of your information that may be in our possession.

11. PROPRIETARY RIGHTS; LICENSE.

- a. **Proprietary Rights.** All intellectual property on our website or within the App (except for Customer Content (defined below)) is owned by ShareTown or its licensors, which includes materials protected by copyright, trademark, or patent laws. All trademarks, service marks and trade names (e.g., the ShareTown name and logo) are owned, registered and/or licensed by ShareTown. All content on our website or within the App (except for Customer Content), including but not limited to text, software, scripts, code, designs, graphics, photos, sounds, music, videos, Apps, interactive features and all other content is a collective work under the United States and other copyright laws and is the proprietary property of ShareTown. Any reproduction without ShareTown’s written authorization is strictly prohibited.

- b. License. ShareTown hereby grants you a worldwide, non-exclusive, revocable license to use the App for your personal use in accordance with these Terms of Use; *provided, however*, that you do not (and do not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile, or otherwise attempt to discover the source code (unless expressly permitted or required by law), sell, lease, sublicense, assign, grant a security interest in or otherwise transfer any right in the App. Nothing contained in these terms shall be construed as conferring any license or right to use any trade mark, design right or copyright of ShareTown or any other third party.

12. APP CONTENT AND USE.

- a. Use of App and Services. Your use of the App and Services is subject to all applicable laws and regulations, and you are solely responsible to assure that your use of the App and Services is in compliance therewith. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the App, use of the Services, or access to the Services without the express written permission of ShareTown.
- b. Customer Created Content; Monitoring of Content. You are solely responsible for the Listings and other content that you publish or display or transmit to others (the “*Customer Content*”). We neither endorse nor assume any liability for any Customer Content. Additionally, we acknowledge that we cannot be aware of all the content published on the App in all the Listings or in the comments, but we and our agents reserve the right in our sole discretion monitor, edit, a partially or totally delete any Customer Content that, in our judgment, does not comply with these Terms of Use or any other rules of consumer conduct for the App or Services, or is otherwise harmful, objectionable, or inaccurate. Nevertheless, we are not responsible for any failure to monitor, edit, or partially or totally delete any such content. You hereby consent to such removal and waive any claim against us arising out of such removal of Customer Content. You promise that you own or control all rights in any Customer Content that you post on the App. You are responsible for ensuring that any Customer Content that you post does not, and will not, infringe or violate anyone else's rights, including copyright, trademark, patent, trade secret, privacy, publicity or other personal or proprietary rights. You promise not to submit Customer Content unless you are the owner or have permission from the owner to post such Customer Content and grant ShareTown all of the license rights granted in these Terms of Use.
- c. Listings. While the overwhelming majority of ShareTown App Users are trustworthy and well-intentioned, it is very important to take the same precautions in these transactions online as you would offline. Users who list an Item on the App and Users who upload or otherwise post Customer Content on the App are solely responsible for what they upload and publish under the law and under ShareTown’s Policies. ShareTown does not carry out or guarantee the existence of editorial control of Customer Content. Users are strongly discouraged from exchanging (whether or not through the App) their Personal Information unless and until they are comfortable with the User with whom any such exchange takes place. The User is solely responsible for any consequences or actions which may result from the exchange of Personal Information.
- d. Fees. Access to, registration on, and usage of the website are free. A convenience and processing fee in amount described on the App is charged to the purchaser of an item when such purchaser uses the ShareTown Safe Payment system to complete the purchase. ShareTown reserves the right to change its policies regarding fees at any time. These modifications will take effect once they are published online and will apply to all transactions that close after their publication. You are therefore invited to review the Terms of Use before any transaction. In the case of a temporary policy modification, the period of validity for the modification will be clearly published on the website. Unless posted otherwise, our fees are indicated in US dollars (USD) and are pretax. The User agrees that by using the site, ShareTown will receive, by virtue of a partnership agreement or affiliation agreement or any other contract, compensation for having put the Users in contact with the other party to the transaction. You agree to allow ShareTown to collect these fees and you waive any right to pursue ShareTown legally or otherwise in relation to the corresponding income.
- e. Taxes. ShareTown does not pay any taxes on behalf of the Users of the App. Users are solely liable for any taxes payable to any federal, state, local, or other entity resulting from any use of our Services or the App. Whether you are a business entity or individual, you agree that you are solely responsible to determine what taxes, if any, apply to you and to pay any such taxes. ShareTown recommends that you seek advice from a tax professional when making this determination. You agree that it is your sole responsibility to obtain any licenses or certifications that might be required to conduct a transaction or otherwise use the Services or the App. ShareTown is not responsible for determining whether or not you should be licensed and/or certified for the use of the Services or the App, or for conducting a transaction. ShareTown makes no representation or guarantee about licensing or certification of its Users.
- f. License. We claim no intellectual property ownership rights over the Customer Content. However, you grant us and our agents and affiliates a non-exclusive, paid-up, perpetual, and worldwide right to copy, distribute, display, perform, publish, translate, adapt, modify, and otherwise use such materials for any purpose regardless of the form or medium (now known or unknown) in which it is used, including but not limited to, display through the Services, and display on the App for the purpose of demonstrating how our Services can be used. You shall be solely responsible to make and retain any copies of the Customer Content you need for your purposes before your account is terminated.

13. **DISRUPTION OF SERVICES**. You acknowledge and agree that from time to time the Services and the App may be inaccessible or inoperable due to equipment malfunctions, periodic maintenance procedures, repairs or upgrades which ShareTown may undertake from time to time, service malfunctions and causes beyond the reasonable control of ShareTown or which are not

reasonably foreseeable by ShareTown, including, without limitation, interruption or failure of telecommunication or digital transmission links, including delays or failures due to your hardware, Internet service provider, hostile network attacks, network congestion or other failures.

- 14. THIRD PARTY APPLICATIONS.** Usage of the application Google Maps is subject to implicit acceptance of the Terms and Conditions for Google Maps (http://maps.google.com/help/terms_maps.html). Information displayed on the maps obtained via the Google Maps service is for general information about the locality of a Listing only and should not be used or relied upon for any other purpose. ShareTown does not provide the specific address for any User. The Google Maps tool used to display local search results uses an arrow to show approximately where the Item is located in order to protect the User's privacy.
- 15. USE OF USER MATERIALS.** When using the App, you are requested to provide to us or to other Users information concerning ShareTown services, including your Registration Data, your Listings and transactions, evaluations and comments, your messages, or any other information you may publish on the App. You are solely responsible for this information. ShareTown only acts as a passive intermediary in publishing them online. By accepting the present Terms of Use and other ShareTown Policies, you agree to only use the Personal Information of other Users that is provided to you through the App, to (a) close a transaction that does not involve unsolicited commercial messages but is only related to completing an agreement related to the Listing, (b) use third party services provided via ShareTown (such as sequestration, insurance, claims and communications in case of fraud), or (c) for any other use authorized by such other Users. You agree to use this information in accordance with applicable laws and under these Terms of Use. Subject to the foregoing, you cannot provide Personal Information of other Users to third parties without prior written permission by ShareTown and such other Users.
- 16. COMMUNICATIONS.** Subject to our Privacy Policy, any Content that you transmit to the App or to us, whether by email or other means, for any reason, will be treated as non-confidential and non-proprietary. Please do not submit confidential or proprietary information to us unless we have mutually agreed in writing otherwise. We are also unable to accept your unsolicited ideas or proposals, so please do not submit them to us in any circumstance.
- 17. VIOLATIONS OF YOUR INTELLECTUAL PROPERTY.** We respect the intellectual property of others, and we ask you to do the same. If you or any User of the App believes its copyright, trademark or other property rights have been infringed by a posting on the App, you or the User should send notification to ShareTown immediately. To be effective, the notification must include:
- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
 - Identification of the copyrighted work claimed to have been infringed;
 - Information reasonably sufficient to permit us to contact the complaining party, such as address, telephone number and, if available, an email address at which the complaining party may be contacted;
 - Identification of the material that is claimed to be infringing or to be subject to infringing activity and that is to be removed and information reasonably sufficient to permit us to locate the materials;
 - A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or the law; and
 - A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is alleged to have been infringed.

You acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, we may immediately remove the identified materials from our Site without liability to you or any other party and that the claims of the complaining party and the party that originally posted the materials may be referred to the United States Copyright Office for adjudication as provided in the Digital Millennium Copyright Act.

- 18. NO AGENCY RELATIONSHIP.** ShareTown and Users are independent parties, each acting in its name and for its own purpose. Nothing in these Terms of Use or other ShareTown Policies shall be deemed to constitute, create, give effect to or otherwise recognize a partnership, agency, joint venture or formal business entity of any kind or create a fiduciary or similar relationship among the parties; and the rights and obligations of the parties shall be limited to those expressly set forth herein. The present Terms of Use do not create any relationship of subordination, agency, representation, partnership, brokerage, corporate partnership, joint venture, employment relationship or franchise between ShareTown and any User of the App.
- 19. DISCLAIMERS.** THE SERVICES AND THE APP ARE PROVIDED 'AS IS' WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TIMELINESS OF DATA TRANSMISSION, ACCURACY OF DATA OR DATA SETS, OR UPTIME AVAILABILITY. SHARETOWN DOES NOT WARRANT THAT THE APP OR THE SERVICES WILL BE FREE FROM ALL BUGS, ERRORS, OR OMISSIONS. SHARETOWN SPECIFICALLY DISCLAIMS ANY WARRANTY AS TO THE ACCURACY OF ANY THIRD-PARTY DATA, AND YOU ACKNOWLEDGE THAT SUCH THIRD-PARTY DATA IS OUTSIDE OF SHARETOWN'S CONTROL. SHARETOWN DOES NOT WARRANT THAT THE SERVICES WILL ACCOMPLISH ANY OF YOUR SPECIFIC OBJECTIVES OR WILL OPERATE ERROR FREE. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE RELIED ON NO WARRANTIES

OTHER THAN THE EXPRESS WARRANTIES OF THIS AGREEMENT. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL THEIR ESSENTIAL PURPOSE. YOU FURTHER AGREE THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR OTHERWISE, YOU WILL NOT HOLD SHARETOWN LIABLE FOR ANY FAILURE OF THE APP OR SERVICES OR FOR ANY LOSS OF DATA. YOU AGREE THAT YOU WILL NOT HOLD SHARETOWN LIABLE FOR ANY THIRD-PARTY INFORMATION EVEN IF SUCH INFORMATION IS DISPLAYED ON, THROUGH, OR IN CONNECTION WITH THE APP OR SOFTWARE. YOU FURTHER AGREE THAT SHARETOWN WILL NOT BE LIABLE TO YOU FOR THE FAILURE OF THE APP'S PRIVACY SETTINGS TO LIMIT THE DISTRIBUTION AND SHARING OF YOUR CONTENT WITH OTHERS. YOU ALSO AGREE THAT SHARETOWN SHALL NOT BE RESPONSIBLE TO YOU FOR ANY DAMAGES CAUSED BY DATA PROVIDED BY THIRD PARTIES, DELAYS RESULTING FROM HARDWARE AND SYSTEMS OWNED AND CONTROLLED BY THIRD PARTIES (INCLUDING WITHOUT LIMITATION YOUR OWN DATA TRANSMISSION SPEEDS), DATA ENTRY ERRORS, USER ERRORS, OR ANY OTHER LIMITATIONS, ERRORS, OR DELAYS, THAT ARISE DURING THE TERM OF THIS AGREEMENT THAT CANNOT BE PREVENTED OR MITIGATED BY SHARETOWN.

- 20. LIMITATION OF LIABILITY.** You acknowledge and agree that in no event shall ShareTown be liable for any indirect, special, incidental, consequential (including, without limitation, lost profits, business interruption, or lost information), or other damages based in contract, tort or otherwise, rising out of your use of or inability to use the App, even if ShareTown has been advised of the possibility of such damages. You further acknowledge and agree that ShareTown is not liable to you for any damage or alteration to your equipment including but not limited to computer equipment, handheld device or mobile telephones as a result of the installation or use of the App. In the event that ShareTown is found to be liable to you for any damage or loss which is in any way connected with your use of the App or the Services, ShareTown's liability shall not exceed \$100. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.
- 21. INDEMNITY.** You agree to defend, indemnify and hold harmless ShareTown, its affiliates, employees, officers, directors, agents, managers, members and successors and assigns from all damages and liability such persons may incur including, without limitation, reasonable attorneys' fees, arising from or as a result of (i) you, or your employee's, agent's, or a third party's use of the App or Services under these Terms of Use, or (ii) any violation of law by you, your employees, or agents. This obligation shall survive the termination or expiration of these Terms of Use and/or your use of the Services.
- 22. SERVICE PROVIDER.** You acknowledge that the terms of any agreement with your respective mobile network provider ("**Mobile Provider**") will continue to apply when using the App. Consequently, you may be charged by your Mobile Provider, or any applicable third parties, for access to its/their network connection services while you are accessing the App. You accept responsibility for any such charges that arise.
- 23. GENERAL PROVISIONS.**
- a. Entire Agreement; Amendment. These Terms of Use constitute the entire agreement between you and ShareTown with respect to the subject matter hereof, and replaces, amends and supersedes any prior agreements between you and ShareTown pertaining to the subject matter hereof. The Terms of Use must be read in conjunction with all other ShareTown Policies, terms and conditions and explanations within the App, and are valid and binding upon all parties.
 - b. Headings. The headings of the different articles of the Terms of Use are given as general indications without necessarily defining their content.
 - c. Transfer. You accept that the rights and obligations contained in the present Terms of Use as well as any other documents that are incorporated to it by way of reference may be freely and rightfully transferred by ShareTown to a third party in the event of a merger or acquisition or of another event.
 - d. Business Regulations. You commit to comply with all state, national and international laws and regulations currently applicable to the use of our services and to your activities on the App. In addition, you recognize and accept that your usage of the App may legally qualify as a business, subjecting you to certain specific obligations, such as, and without limitation, registering the business, keeping books and accounting records in compliance with applicable regulations, payment of sales taxes and other applicable taxes, as well as legal dispositions in case of insolvency. In addition, if you have commercial activities on the App, and in particular if you are a professional user, you must comply with the regulations regarding billing, invoicing, sales, and more generally to all commerce laws and regulations. We recommend that you seek advice from a professional counselor or attorney on these matters.
 - e. Governing Law. These Terms of Use will be governed and construed under the laws of the State of Utah without regard to conflict of laws.
 - f. Notice. All notices, requests, and other communications or approvals required by this Agreement shall be in writing and addressed/directed to the other party at the address provided in the Registration Data or at such other address of which the notifying party hereafter receives notice in conformity with this section. All such notices, requests, and approvals shall be deemed to have been duly given if delivered in person, by facsimile transmission or by registered or certified mail (postage prepaid, return receipt requested) to User at the address provided in that User's Registration Data. Emails

are considered received 24 hours after the email has been sent to the email address provided by User, unless we receive a notification stating that the email address is not valid or functioning.

- g. Mandatory Arbitration. The parties shall submit any dispute that cannot be resolved to binding arbitration according to the then prevailing rules and procedures of the American Arbitration Association, where the findings and decision of the arbitrator shall be binding upon all parties to such dispute. All fees and costs (including reasonable attorneys' fees) incurred pursuant to the resolution of any dispute to which this section applies shall be allocated to the losing party.
- h. Legal Fees. The User agrees to defend and compensate ShareTown (including reasonable attorneys' fees), its agents, directors, administrators, employees, owners, and representatives against any request or claim made by a third party, caused by or resulting from a violation or any other act for which the User is responsible, that arose from them not upholding the instructions, guarantees and/or obligations contained in the present Terms of Use, or having violated any law or any regulation. This includes but is not limited to complaints and legal claims with regards to: infringement or violation of intellectual property rights, libel, calumny or other defamation, privacy rights or "false representation", publicity rights. ShareTown reserves the right, at its sole discretion, to organize a defense with a lawyer of its choosing, against all legal claims, legal suits or other affairs that request financial compensation from the User.
- i. Waiver/Severability. The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder. If any provision of these Terms of Use is determined to be invalid or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of these Terms of Use shall remain enforceable.
- j. Force Majeure. If the performance of any part of these Terms of Use is prevented, hindered, delayed or otherwise made impracticable by reason of any cause or event not within the reasonable control of such party and without its fault or negligence, that party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.