Her Haus, LLC Membership Subscriber Agreement

This Membership Subscriber Agreement (this "Agreement") is made by and between Her Haus, LLC, a South Carolina limited liability company ("Company", "we", or "our"), located at 7 W. Mountainview Ave., Greenville, South Carolina 29609, and you, the user ("you" or "your"). The Company and you are collectively referred to as the "Parties" in this Agreement, or they may be individually referred to as a "Party" in this Agreement.

This Agreement contains the complete terms and conditions that govern the use of the Company's website(s) (each a "Website" and, collectively, the "Websites") and membership services (each a "Service" and, collectively, the "Services"), as more specifically defined herein.

BY USING THE WEBSITE AND THE SERVICES, YOU MAY HAVE ACCESS TO THE FOLLOWING SERVICES INCLUDING, BUT NOT LIMITED TO, ACCESS TO COMPANY SPONSORED EVENTS, MEETINGS, AND SPEAKING ENGAGEMENTS, ABILITY TO PARTICIPATE AND ATTEND COMPANY SPONSORED EVENTS, MEETINGS, AND SPEAKING ENGAGEMENTS, COMPANY MEMBERSHIP, COMPANY SPONSORSHIPS, ACCESS TO COMPANY RESOURCES, ABILITY TO CONTACT THE COMPANY THROUGH THE WEBSITE, OR ACCESS TO ANY OF THE MATERIALS AND/OR CONTENT ON THE WEBSITE OR OBTAINED THROUGH PARTICIPATION OF THESE SERVICES.

BY ACCESSING AND/OR USING THE WEBSITES AND/OR SERVICES, YOU ACCEPT AND AGREE TO BE BOUND AND TO ABIDE BY THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT ACCESS OR USE ANY PART OF THIS WEBSITE OR THE COMPANY SERVICES. THE COMPANY RESERVES THE RIGHT, WITH OR WITHOUT NOTICE, TO MAKE CHANGES TO THIS AGREEMENT AT COMPANY'S SOLE DISCRETION. CONTINUED USE OF ANY PART OF THIS WEBSITE OR THE SERVICES CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES.

You are hereby put on notice that you are obligated to periodically review this document to make yourself aware of any changes hereto and any continued use of this Website, or Services shall constitute your acceptance thereof.

- Access to the Websites. The Websites make a collection of resources available to registered users (each a "User" and collectively "Users"). It is a condition of your use of any Website that all the information you provide will be correct, current, and complete. If Company believes the information you provide is not correct, current, or complete, Company has the right to deny access to this Website, its Services, or to any of its resources, and to terminate or suspend your access at any time.
- 2. Applicable Use of the Websites. All Users must abide by this Agreement. If a User fails to follow any of the terms or conditions of this Agreement or any other applicable guidelines or rules of behavior, Company can immediately suspend or discontinue your ability to use the Websites. In addition, Company has the right to delete any piece of content or material, comment, as well as any topic or profile that Company finds objectionable, in its reasonable discretion. You alone are responsible for any activity that takes place on the Websites under your account. If you become aware of any unauthorized use of your username or password, it is your responsibility to notify Company immediately. It is up to you to maintain the

confidentiality of your password and username. As a condition of your use of the Websites, you warrant to Company that you will not use any Website for any purpose that is unlawful, immoral, or otherwise prohibited by these terms, conditions, and notices.

- 3. No Co-Branding or Framing. You may not use or authorize any party to co-brand or frame any of the Websites without the express prior written permission of an authorized representative of Company in each instance. For purposes of this Agreement, "co-branding" means to display a name, logo, trademark, trade name, service mark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this Website or content accessible within this Website. For purposes of this Agreement, "framing" refers to displaying any Company webpage within a bordered area of another website, regardless of whether the address of the originating Website is visible. Furthermore, you agree to cease any unauthorized co-branding or framing immediately upon notice from Company.
- 4. No Unlawful Access. You agree that you will not use the Websites in any manner that could in any way disable, overburden, damage, or impair the Websites or otherwise interfere with any other party's use and enjoyment of the Websites. You further agree that you will not obtain, or attempt to obtain, any materials, content, or information by any means not expressly made available or provided for through the authorized use of the Websites.
- 5. Personal and Non-Commercial Use Limitation. Unless otherwise specified in writing by Company, the Websites and Services are for your personal and non-commercial use. You may not use any Website or Service for any other purpose, including any commercial purpose, without the prior express written permission of an authorized representative of Company in each instance, which permission will be at Company's sole and absolute discretion. You must not post, upload or link to anything that advertises any commercial endeavor (e.g., offering for sale any products or services) or otherwise engage in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, or soliciting goods or services), or solicit funds, advertisers, or sponsors for any purpose. You may not modify, copy, distribute, display, send, perform, reproduce, publish, license, create derivative works of, transfer, sell, or otherwise infringe upon any intellectual property rights related to any information, content, software, products, or services obtained from or otherwise connected to the Websites, in whole or in part.
- 6. Proprietary Information. All content found on the Websites (the "Content") is considered the copyrighted and trademarked intellectual property of Company, or of the party that created or licensed the Content to Company. No rights or title to any of the Content contained on any Website shall be considered transferred or assigned to the User at any time. Subject to all applicable laws, you agree that you will not copy, distribute, republish, modify, create derivative works of, or otherwise use the Content in any unauthorized way, without the prior written consent of Company in each instance, except that you may print out or save one copy of the Content for your personal use only.
- 7. <u>Submissions</u>. You hereby grant to Company a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works of, distribute, perform, and display all content, remarks,

suggestions, ideas, graphics, or other information or materials of any kind or nature communicated by you (or on your behalf) to Company through this Website (each, a "Submission"), and to incorporate any Submission in other works in any form, media, or technology now known or later developed. You agree that Company will not be bound to treat any Submission as confidential and may use any Submission in its business (including without limitation, for products, services, marketing, or advertising) without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future Company operations or businesses.

- 8. Hyperlinking. Company may provide, or other parties including Users may provide, links to other webpages or resources which are not maintained by, or related to, Company ("Third Party Sites"). Links to such Third Party Sites ("Links") are provided as an amenity to Users and are not sponsored by, endorsed, or otherwise affiliated with Company. Company has no control over Third Party Sites or any content thereon and makes no representations or warranties about the content, completeness, quality, or accuracy of any such Third Party Site. Therefore, you acknowledge and agree that Company is not responsible for the availability of such Links, and that Company does not endorse and is not responsible or liable for any content, advertising, products, or other materials made available on or from these Third Party Sites. You also acknowledge and agree that Company is not responsible or liable, directly or indirectly, for any damage or loss caused by or alleged to have been caused by or in relation to the use of any content, goods, or services offered through Third Party Sites or any failures or disruption to your computer system that may result from your use of any such Links, or for any intellectual property or other third party claims relating to your posting or using such Links. YOU AGREE THAT IF COMPANY REQUESTS YOU TO DISABLE ANY LINK YOU HAVE POSTED, AND IF YOU FAIL TO DO SO WITHIN 24 HOURS AFTER RECEIVING THE REQUEST TO DISABLE, COMPANY HAS THE RIGHT TO DISABLE THE LINK WITHOUT ANY FURTHER NOTICE TO YOU.
- 9. <u>Use of Communication Services</u>. The Websites may contain forums, bulletin board services, chat areas, message boards, news feeds, news groups, communities, personal web pages, calendars, or other message or communication facilities designed to allow you to communicate with other Users (collectively, "Communications Services"). You agree to use the Communication Services only to post, send, and receive messages and content that are considered proper and related to the particular Communication Service. Among other actions, when using a Communication Service, you agree that you will not post, send, submit, publish, or transmit in connection with this Website, or cause to be posted, sent, submitted, published or transmitted, any material that:
 - (a) you do not have the right to post, including without limitation any proprietary material of any third party protected by intellectual property laws (or by rights of privacy or publicity);
 - (b) advocates or could reasonably serve to encourage, either directly or indirectly, any illegal or immoral activity, or discusses an intent to commit an illegal act or violate any law, rule, or regulation;
 - (c) is vulgar, obscene, pornographic, incendiary, or indecent;
 - (d) threatens or abuses others;

- (e) is libelous or defamatory towards others;
- (f) is racist, abusive, harassing, threatening, or offensive;
- (g) seeks to exploit or harm children by exposing them to inappropriate content, or asking for personally identifiable details or information;
- (h) harvests or otherwise collects information about others, including e-mail addresses, financial information or other personally identifying information, without their prior express consent in each instance;
- impersonates or misrepresents your connection to any other entity or person or otherwise manipulates or forges headers or identifiers to disguise the origin of content;
- falsifies or deletes any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is permissibly uploaded (e.g., copyright, trademark or patent notices);
- (k) advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, or soliciting goods or services) except as may be specifically authorized on this Website;
- (l) solicits funds, advertisers, or sponsors for any purpose;
- (m) includes programs that contain viruses, worms, or Trojan horses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications device;
- (n) disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise acts in a way which affects the ability of other people to engage in real-time activities via this Website;
- (o) amounts to a pyramid or other like scheme, including without limitation contests, chain letters, and surveys;
- (p) disobeys any policy or regulations including any code of conduct or other guidelines established from time to time regarding the use of this Website or any networks connected to this Website; or
- (q) contains hyperlinks to other sites that contain content that falls within the scope of this Section.

You acknowledge that any materials uploaded to the Communication Service may be subject to posted limits on use, reproduction, or dissemination, and you are responsible for abiding by such limitations with respect to your submissions, including any downloaded materials. Notwithstanding these rights, you remain solely responsible for the content of your submissions. You acknowledge and agree that neither Company nor any third party that provides Content to Company will assume or have any liability for any action made by Company or such third party with respect to any submission.

You acknowledge that Company may or may not pre-screen materials uploaded to the Communication Service, yet Company and its designees shall have the right, but not the obligation, in its sole discretion, to pre-screen, refuse, remove, or delete any Content that violates this Agreement or is otherwise objectionable as determined by Company in its sole discretion.

Company reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Communication Services (or any part thereof) with or without notice. You agree that Company will not be liable to you or any third party for any modification, suspension, or discontinuance of the Communication Services.

WHILE COMPANY EXPLICITLY PROHIBITS THE ABOVE CONDUCT, YOU ACKNOWLEDGE AND AGREE THAT YOU MAY BE EXPOSED TO SUCH CONDUCT AND CONTENT, AND THAT YOUR USE OF THE WEBSITES OR SERVICES IS ENTIRELY AT YOUR OWN RISK, AND THAT COMPANY SHALL HAVE NO LIABILITY OF ANY KIND FOR SUCH CONDUCT.

YOU UNDERSTAND AND AGREE THAT IF YOUR USE OF COMMUNICATIONS SERVICES VIOLATES ANY OF THE ABOVE CODES OF CONDUCT, COMPANY CAN SUSPEND OR TERMINATE YOUR USE OF THE WEBSITES OR SERVICES IMMEDIATELY WITHOUT PRIOR NOTICE AND WITHOUT ANY RIGHT OF REFUND, SET-OFF, OR HEARING.

- 10. Right to Terminate Access to Website. Company reserves the right to monitor use of the Websites to determine compliance with this Agreement, as well as the right to edit, refuse to post, or remove any information or materials, in whole or in part, at its sole discretion. Company reserves the right to terminate your access to any or all of the Websites or Communication Services at any time without notice for any reason whatsoever.
- 11. <u>Right to Terminate Access to Services</u>. In the event you fail to timely remit your membership payment (the "**Membership Payment**"), as that Membership Payment is identified within the Website, to the Company for its Services, Company reserves the right to terminate its Services, in whole or in part, at its sole discretion, and without further notice.
- 12. Recorded Content. Company may record the audiovisual content of Speaker workshops, conferences, Company group meetings, or Peer Advisory Sessions for internal purposes, or may receive such content from its Speakers, Chairs, and Members for sharing within the Company's community. However, Company will not share recordings of you or information attributable to you with any third parties outside the Company's community without your express written consent. You agree that Company may use, distribute, publish, create derivative works from, or commercialize aggregated, non-personally identifiable information derived from the recorded content in order to develop statistical or educational materials for the benefit of Company's customers and vendors. Please see our link to Privacy Policy for more information on collection and disclosure.
- Disclosure Under Law. Company reserves the right at all times to disclose any information
 as necessary to satisfy any applicable law, regulation, legal process, or governmental
 request.

Commented [JC1]: Lindsay, let me know if you do not have a privacy policy. If you do not, we can get one over to you fairly quickly.

- 14. <u>Personally Identifiable Information</u>. Company cautions you against giving out any personally identifying information about yourself or your children in any Communication Service. In an effort to preserve your privacy, Company agrees that it will treat any personally identifying information that you submit through this Website in accordance with the terms outlined in its Privacy Policy at [link to Privacy Policy], as well as in conformance with all applicable laws, rules, and regulations.
- 15. Disclaimers; Limitations on Liability; Geographic Restrictions.
 - (a) You understand that Company cannot and does not guarantee or warrant that files available for downloading from the Websites will be free of viruses, worms, Trojan horses, or other code that may cause damage or harm to your computer(s) or network(s). You acknowledge that you will be solely responsible for implementing sufficient procedures and checkpoints to protect your computer(s) and network(s), and that you will maintain adequate means of backup of your personal data, external to this Website. Company further disclaims any responsibility to ensure that the Content located on its Websites is necessarily complete and up-to-date.
 - YOUR USE OF THE WEBSITES AND SERVICES IS AT YOUR OWN RISK. (b) THE CONTENT IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. ALL CONTENT PRESENTED ON OR THROUGH THE WEBSITE OR SERVICES, OR LINKED TO FROM THE WEBSITE, IS STRICTLY FOR GENERAL INFORMATIONAL PURPOSES ONLY AND IS NOT PROVIDED AS LEGAL, MEDICAL, FINANCIAL, OR OTHER PROFESSIONAL ADVICE. COMPANY DOES NOT WARRANT THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE CONTENT. YOU SHOULD NOT CONSTRUE OR RELY ON ANY SUCH CONTENT LEGAL, MEDICAL, FINANCIAL, OR OTHER AS PROFESSIONAL ADVICE. COMPANY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY AND RESPONSIBILITY FOR YOUR RELIANCE ON ANY CONTENT OFFERED ON OR THROUGH THE WEBSITES OR SERVICES, INCLUDING BUT NOT LIMITED TO CASE STUDIES, PUBLIC SPEAKERS, BLOGS, INFORMATION, PRODUCTS, AND OTHER AMENITIES THE COMPANY MAY OFFER THROUGH ITS WEBSITES OR SERVICES, AND THIRD PARTY PRODUCTS AND AMENITIES ACCESSED OR OFFERED THROUGH THE WEBSITES OR SERVICES. ANY RELIANCE YOU PLACE ON SUCH CONTENT IS STRICTLY AT YOUR OWN RISK. COMPANY FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED WITHIN ANY WEBSITE OR SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITES OR THE SERVER(S) THAT MAKE(S) THE WEBSITES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGES THAT THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES TYPOGRAPHICAL ERRORS, AND COMPANY MAY MAKE CHANGES OR

IMPROVEMENTS AT ANY TIME. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THE WEBSITES, SERVICES, OR ANY CONTENT. COMPANY MAKES NO WARRANTIES THAT YOUR USE OF CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT.

- (c) TO THE FULLEST EXTENT PROVIDED BY LAW. IN NO EVENT WILL COMPANY, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, OR ITS AND THEIR RESPECTIVE EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, OR CONTRACTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO OR FROM IT, THE SERVICES, OR ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES. INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.
- (d) ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED. THE FOREGOING DOES NOT AFFECT ANY STATUTE OF LIMITATIONS THAT CANNOT BE LIMITED UNDER APPLICABLE LAW.
- (e) Company provides the Websites and Services from within the United States of America, intended for access and use within the United States of America. Access to the Websites may not be allowed or legal by certain persons or in certain countries. If you access the Websites from outside of the United States of America, you do so on your own initiative and are responsible for compliance with local laws.
- 16. Indemnity. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD COMPANY, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, CONTENT PROVIDERS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, AND CONTRACTORS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") HARMLESS FROM ANY BREACH OF THIS AGREEMENT BY YOU, INCLUDING ANY USE OF CONTENT OTHER THAN AS EXPRESSLY AUTHORIZED IN THIS AGREEMENT. YOU AGREE THAT THE INDEMNIFIED PARTIES WILL HAVE NO LIABILITY IN CONNECTION WITH ANY SUCH BREACH OR UNAUTHORIZED USE, AND YOU AGREE TO INDEMNIFY ANY AND ALL RESULTING LOSS.

DAMAGES, JUDGMENTS, AWARDS, COSTS, EXPENSES, AND ATTORNEYS' FEES OF THE INDEMNIFIED PARTIES IN CONNECTION THEREWITH. YOU WILL ALSO INDEMNIFY, DEFEND, AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST ANY CLAIMS BROUGHT BY THIRD PARTIES ARISING OUT OF YOUR USE OF THE INFORMATION ACCESSED FROM THIS WEBSITE.

- 17. <u>Trademarks and Copyrights</u>. Trademarks, service marks, logos, trade names, and copyrighted works (hereinafter, "**Intellectual Property**") appearing on this Website are the property of Company or the party that provided the Intellectual Property to Company. Company and any party that provides Intellectual Property to Company retain all rights with respect to any of their respective Intellectual Property appearing in this Website and do not transfer at any time to user or any other third party.
- 18. <u>Intellectual Property Infringement</u>. If you believe that any materials on the Website violate your or any third party's Intellectual Property rights, you may contact us using the information provided in the Company Contact section below. When doing so, please provide the following information: (a) a clear statement identifying the intellectual property that you believe to be infringed, such as copyright or trademark registration/serial numbers and depictions of the same; and (b) sufficient information about the location of the allegedly infringing materials so that we can find and verify their existence and take appropriate action.
- 19. Security. Any passwords used for this Website are for individual use only. You will be responsible for the security of your password(s) at all times. From time to time, Company may require that you change your password. You are prohibited from using any services or facilities provided in connection with this Website to compromise security or tamper with system resources or accounts. The use or distribution of tools designed for compromising security (e.g., password crackers, rootkits, Trojan horses, or network probing tools) is strictly prohibited. If you become involved in any violation of system security, Company reserves the right to release your account details to the system administrators of other websites or the authorities in order to assist them in resolving security incidents. Company reserves the right to investigate suspected violations of this Agreement. Company reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Company to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate this Agreement.

BY ACCEPTING THIS AGREEMENT YOU WAIVE ALL RIGHTS NOT SPECIFICALLY SET FORTH HEREIN, AND AGREE TO HOLD COMPANY HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY COMPANY DURING OR AS A RESULT OF ITS INVESTIGATIONS OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER COMPANY OR LAW ENFORCEMENT AUTHORITIES.

20. Governing Law, Jurisdiction, & Exclusive Venue. This Agreement was made and entered into in Greenville County, South Carolina. This Agreement shall be construed and governed by the laws of the State of South Carolina. The Parties agree that the proper venue for any legal disputes shall be either the United States District Court for the District of

South Carolina, Greenville Division (if diversity jurisdiction and the amount in controversy are satisfied) or the Greenville County Court of Common Pleas in Greenville, South Carolina.

21. Waiver of Right to Jury Trial. Should any question arise regarding the breach of this Agreement, the terms of the Agreement, or should one of the Parties attempt to enforce this Agreement, each Party expressly waives any right to a jury trial on any issues/claims in dispute and hereby agrees that any and all disputed issues/claims shall be determined by a single judge.

22. Miscellaneous.

- (a) If any part of this Agreement is found by a court of competent jurisdiction to be unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.
- (b) You agree that no joint venture, partnership, employment, or agency relationship exists between you and Company as a result of this Agreement or use of the Websites or Services.
- (c) This Agreement constitutes the entire agreement among the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and Company with respect to the Websites or Services. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the Website or any of its Services. Company may revise this Agreement at any time by updating this posting. You should review the most recent version of this Agreement posted by Company from time to time to determine if any changes have been made to this Agreement. Your continued use of the Websites or Services after any changes have been made to this Agreement signifies and confirms your acceptance of any changes or amendments to this Agreement.
- (d) The failure of Company to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by Company must be in writing and signed by an authorized representative of Company.
- (e) The section titles in the Agreement are for convenience only and have no legal or contractual effect.
- 23. Company Contact. To provide feedback or comments, request the removal of intellectual property materials, report violations of this Agreement, or communicate with us for any other reason relating to the Website and Services, please contact us at info@herhaus.space.