

TERMS OF SERVICE

Last modified: April, 2025

ACCEPTANCE OF THE TERMS OF SERVICE

These terms of use (the “Terms of Use”) are entered into by and between You and Test Chair Inc., a USA, New York State s-corp (the “Company,” “We,” or “Us”). The following terms and conditions, together with any documents they expressly incorporate by reference, including that certain Arbitration Agreement, governs your use of and request for services from the Company’s website “www.testchair.com” (the “Website”) and the Company’s mobile application (the “App”), including any content, functionality, and services offered on or through use the Website or the App, whether as a guest or a registered user.

Please read these Terms of Services carefully before you start to use the Website or the App. By using the Website or the App, you accept and agree to be bound and abide by these Terms of Service and the Privacy Policy found at “www.testchair.com/terms-of-service”, which is incorporated herein by reference. If you do not want to agree to these Terms of Service, you must not access or use the Website or the App.

Our Platform is offered and available to users who are eighteen (18) years of age or older and reside in the United States or any of its territories or possessions. By using either the Website or the App, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website or the App.

CHANGES TO THE TERMS OF SERVICE

The Company may revise and update these Terms of Service, including but not limited to suspending or discontinuing the Website, the App, or any service, or feature offered thereon from time to time in its sole discretion and with or without notice. All changes are effective immediately when posted, and apply to all access to and use of the Website and the App thereafter. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction will not apply to any disputes for which the parties to such dispute have actual notice on or before the date the change is posted.

Your continued use of the Website or the App following the posting of revised Terms of Service means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you. You further agree that the Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Website or the App, or any service, content, or feature offered through the Website or the App.

ELIGIBILITY

You must be at least eighteen (18) years old to use the Website or the App. If you are under the age of majority in your state of residence, a minor, your parent or legal guardian must agree to

this Agreement on your behalf, and you may only access and use the Website or the App with permission from your parent or legal guardian.

ACCESSING THE WEBSITE AND ACCOUNT SECURITY

The Company reserves the right to withdraw or amend the Website or the App, and any service or material it provides on the Website or the App, in its sole discretion without notice. The Company will not be liable if for any reason all or any part of the Website or the App is unavailable at any time or for any period.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website or the App.
- Ensuring that all persons who access the Website or the App through your internet connection are aware of these Terms of Service and comply with them.

To access the Website or the App, or some of the resources it offers, you must register for an account using your email address, phone number, or a third-party login service, such as Facebook or Google. It is a condition of your use of the Website or the App that all the information you provide on the Website or the App is correct, current, and complete. You agree that all information you provide to register with the Website or the App or otherwise, including, but not limited to, through the use of any interactive features on the Website or the App, is governed by our Privacy Policy, and you consent to all actions We take with respect to your information consistent with our Privacy Policy. You are responsible for maintaining the security and confidentiality of your account credentials and for any activity that occurs under your account. You agree to notify Us immediately of any unauthorized access or use of your account or any breach of security. We reserve the right to suspend or terminate your account or access to the Service at any time and for any reason, without notice or liability.

SITE CONTENTS

The Website, the App, and its respective contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

The Company name, the terms, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on the Website or the App are the trademarks of their respective owners.

These Terms of Service permit you to use the Website or the App for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Website or the App, except as follows:

- Your computer or mobile device may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website or the App for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- You may download a single copy of the App to your mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement.

You must not:

- Modify copies of any materials from the Website or the App.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Website or the App.
- Copy, reproduce, distribute, or use any content from the blog associated with the Website or the App for any commercial purposes, including but not limited to re-marketing or advertising.

You must not access or use for any commercial purposes any part of the Website or the App or any services or materials available through the Website or the App.

If you wish to make any use of material on the Website or the App other than that set out in this section, please address your request via email to: “ support@testchair.com”.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website or the App in breach of the Terms of Service, your right to use the Website or the App will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or the App or any content on the Website or the App is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Service is a breach of these Terms of Service and may violate copyright, trademark, and other laws.

PROHIBITED USES

You may use the Website or the App only for lawful purposes and in accordance with these Terms of Service. You agree not to use the Website or the App:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website or the App, or which, as determined by us, may harm the Company or users of the Website or the App, or expose them to liability.

Additionally, you agree not to:

- Use the Website or the App in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Website or the App, including their ability to engage in real time activities through the Website or the App.
- Use any robot, spider, or other automatic device, process, or means to access the Website or the App for any purpose, including monitoring or copying any of the material on the Website or the App.
- Use any manual process to monitor or copy any of the material on the Website or the App, or for any other purpose not expressly authorized in these Terms of Service, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website or the App.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website or the App, the server on which the Website or the App is stored, or any server, computer, or database connected to the Website or the App.
- Attack the Website or the App via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website or the App.

OUR SERVICES

The App enables you to use our services to schedule recycling pickups for paper, plastic, metal, and glass items, ensuring these materials are properly processed and repurposed.

The App allows you to scan the barcodes of recyclable items and request a pickup date and time for a Company representative to come to the location you specify, subject to availability and demand. The value and terms of each pickup may vary depending on the location, time, and type

of items. We may change, suspend, or stop the Service at any time and for any reason, without telling you or being liable to you.

Payment for recyclable items is made via a cash payment at the pickup location, based on the items you scanned and requested to be picked up. You are responsible for verifying the accuracy and completeness of the items you scan and request to be picked up, and for ensuring that they are clean, dry, and separated by material type. We may reject or adjust the payment for any items that do not meet these requirements, or that are damaged, contaminated, or prohibited by law or regulation.

We may monitor, review, or remove any content or activity on the Service that We think is inappropriate, offensive, illegal, or against these Terms, at our sole discretion. We may also suspend or end your access to the Service if We find that you have broken these Terms or any applicable law, rule, or regulation, or if We receive any complaints or claims from other users, partners, or third parties. We are not responsible or liable for any content or activity on the Service that is created, posted, or sent by you or any other user, partner, or third party.

USER COMMENTS, FEEDBACK, AND OTHER SUBMISSIONS

The Company is pleased to hear from users and Welcomes your comments regarding our services. Our policy does not allow Us to accept or to consider creative ideas, suggestions, proposals, plans, or other materials other than those We have specifically requested. We hope that you will understand that the intent of this policy is to avoid the possibility of future misunderstandings when projects developed by our employees and agents might seem to be similar to creative works submitted by users. Accordingly, while We value your feedback, We must ask that you do not send creative ideas, suggestions, proposals, plans, or other materials for our business. If, at our request, you send certain specific submissions (for example, customer reviews or photographs) or, without a request from us, you send creative ideas, suggestions, photographs, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, “Comments”), you agree that We may, at any time, without restriction, edit, copy, publish, distribute, translate, and otherwise use in any medium any Comments that you forward to us. Any Comment will be considered non-confidential and non-proprietary. By providing a Comment, you grant Us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You further represent and warrant that:

- You own or control all rights in and to the Comment and have the right to grant the license granted above to Us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your Comments do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any Comments you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any Comment posted by you or any other user of the Website.

SOCIAL MEDIA CODE OF CONDUCT

The Company social media pages (including but not limited to our Facebook page and Instagram account) are intended to be online communities where customers can learn about promotions, events, and more. We want to maintain a positive and supportive community so that everyone who visits the page feels comfortable. Please keep conversation respectful. We ask that all posted material including comments, questions, links, images and videos be both appropriate and relevant to the Company and our services. We are not responsible for the opinions or claims of other platform users posted to the Company social media pages; other users' posts are not representative of the opinions of the Company. We do not typically confirm the accuracy of postings.

We require that all users comply with the platforms' acceptable use guidelines. Accordingly, please do not post anything that would violate any of those terms, or any material that may be spam, abusive, profane, hurtful, or defamatory toward a person, entity, belief, or symbol. Additionally, please avoid posting personal information such as an email address, phone number, or mailing address. **We reserve the right to delete content, block you from accessing our profile, posts and stories and/or commenting on our posts and stories at our sole discretion.**

PRIVACY

Your privacy is very important to us. Our Privacy Policy explains how We collect, use, protect, and when We share personal information and other data with others. This Agreement incorporates by reference the terms and conditions of the Privacy Policy which can be found at [<https://www.greenuprecycle.com/privacy>].

LINKING TO THE WEBSITE AND SOCIAL MEDIA FEATURES

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

The Website and the App may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content.
- Send emails or other communications with certain content, or links to certain content.
- Cause limited portions of content to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions We provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.

- Cause the Website, the App, or any portions of thereof to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on the Website or the App that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with Us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

LINKS TO OTHER WEB SITES AND SERVICES

If the Website or the App contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Website or the App, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

GEOGRAPHIC RESTRICTIONS

The Company is based in the State of New York in the United States. The Company provides the Website and the App for use only by persons located in the United States and makes no claims that the Website, the App, or any of its respective content is accessible or appropriate outside of the United States. Access to the Website or the App may not be legal by certain persons or in certain countries. If you access the Website or the App from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

DISCLAIMER OF WARRANTIES

You understand that the Company cannot and does not guarantee or warrant that files available for downloading from the internet, the Website, or the App will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE, THE APP, OR ANY SERVICES OR ITEMS OBTAINED

THROUGH THE WEBSITE, THE APP, OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, THE APP, ITS RESPECTIVE CONTENT, AND ANY SERVICES OBTAINED THROUGH THE WEBSITE OR THE APP IS AT YOUR OWN RISK. THE WEBSITE, THE APP, ITS RESPECTIVE CONTENT, AND ANY SERVICES OBTAINED THROUGH THE WEBSITE OR THE APP ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE OR THE APP. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, THE APP, ITS RESPECTIVE CONTENT, OR ANY SERVICES OBTAINED THROUGH THE WEBSITE OR THE APP WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE WEBSITE, THE APP, OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE, THE APP, OR ANY SERVICES OBTAINED THROUGH THE WEBSITE OR THE APP WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

LIMITATION ON LIABILITY

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR MANAGERS 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, THE APP, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE, THE APP, 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 limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct or death or bodily injury caused by services you purchase through the Website or the App.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

INDEMNIFICATION

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, managers, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Service or your use of the Website or the App, including, but not limited to, your use of the Website's or the App's content and services other than as expressly authorized in these Terms of Service, or your use of any information obtained from the Website or the App.

GOVERNING LAW & VENUE

All matters relating to the Website, the App, and these Terms of Service, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

Subject to the agreement to arbitrate below, any legal suit, action, or proceeding arising out of, or related to, these Terms of Service, the Website, and the App shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York, in each case located in Queens County, New York, although We retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Service in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

DISPUTE RESOLUTION

Mindful of the high cost of legal disputes, not only in dollars but also in time and energy, both you and the Company agree to the following dispute resolution procedure: In the event of any controversy, claim, action or dispute arising out of or related to any transaction conducted on the Website or the App, or the breach, enforcement, interpretation, or validity of this Agreement or any part of it (a “Dispute”), the party asserting the Dispute shall first try in good faith to settle such Dispute by providing written notice to the other party (by first class or registered mail) describing the facts and circumstances (including any relevant documentation) of the Dispute and allowing the receiving party thirty (30) days in which to respond to or settle the Dispute. Notice shall be sent (a) to the Company at 383 Bunker Drive, Oceanside NY 11572, and (b) to you at the addresses provided to the Company.

Both you and the Company agree that this dispute resolution procedure is a condition precedent which must be satisfied prior to initiating any arbitration or filing any claim against the other party.

ARBITRATION AGREEMENT

To the extent you cannot resolve any Dispute through the informal dispute resolution procedure described above, a Dispute shall be resolved through binding individual arbitration. You agree to give up your right to go to court to assert or defend your rights under this Agreement and with respect to any Dispute. You and the Company expressly delegate to the arbitrator the authority to determine the arbitrability of any Dispute, including the scope, applicability, validity, and enforceability of this arbitration provision.

You may begin an arbitration proceeding by sending a letter requesting arbitration to the Company. You agree that the arbitration shall be conducted by the American Arbitration Association (“AAA”) pursuant to its Consumer Arbitration Rules (“AAA Rules”), as modified by this Arbitration Agreement. The AAA Rules are available on the AAA’s website www.adr.org, or by calling the AAA at (800) 778-7879. In the event the AAA is unavailable or unwilling to hear the Dispute, the parties shall agree to another arbitration provider. Payment of all filing, administration and arbitrator fees will be governed by the AAA’s applicable rules. The Company will reimburse those fees for claims totaling less than Ten Thousand Dollars (\$10,000) if the arbitrator rules in your favor on any material aspect of your claim. The Company waives its right to seek attorneys’ fees and costs in arbitration. However, if your claim is deemed by the arbitrator to be frivolous or brought in bad faith or with an improper purpose, as measured by the standards of Federal Rule of Civil Procedure 11, then the arbitrator may award the Company the reimbursement of its costs and arbitration fees against you and/or your counsel. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. You further agree that if your arbitration claim is filed at or around the time of other similar claims by the same or related counsel, you agree that your claim may be temporarily stayed or phased to allow the AAA to establish efficient and fair adjudication procedures.

In lieu of arbitration, either you or the Company may bring any individual claim in small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is brought and maintained as an individual claim. You further agree that if your arbitration claim is filed at

or around the time of other similar claims by the same or related counsel, you agree that your claim may be temporarily stayed or phased to allow the AAA to establish efficient and fair adjudication procedures.

This Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act. The terms of the Arbitration Agreement provisions shall survive after this Agreement terminates or your use of the Sites ends. Except as set forth above, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement.

WAIVER OF RIGHT TO BRING CLASS ACTIONS AND REPRESENTATIVE CLAIMS.

All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the Dispute with the same remedies available in court, however, any relief must be individualized to you and shall not affect any other customer. **You and the Company agree that each may bring claims against the other in arbitration only in your or their respective individual capacities and in so doing you and the Company hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration (either as a named-plaintiff or class member), and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind.** If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular cause of action, then that cause of action (and only that cause of action) must remain in court and be severed from any arbitration.

TERMINATION

With the exception of the Arbitration Agreement, which shall survive the termination of these terms, these terms are effective unless and until terminated by either you or the Company. You may terminate this Agreement at any time. The Company also may terminate this Agreement at any time without notice, and accordingly may deny you access to the Sites, if in our sole judgment you fail to comply with any term or provision of the Agreement. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes.

MISCELLANEOUS

No waiver by the Company of any term or condition set out in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

If any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

The Terms of Service and the Privacy Policy constitute the sole and entire agreement between you and the Company regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website and the App.

Under no circumstances will We be held liable for any delay or failure in performance due in whole or in part to any acts of nature or other causes beyond our reasonable control.

The Company may assign our rights and obligations under this Agreement, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law.