

## **Website Terms & Conditions**

This website is operated by (Unknown Yet) through our website (SD Fitness.com) ("Website"), offers [Product/Service name(s)] (collectively, "Products and Services"), and from time to time may offer other products or services, for sale. Company offers Products and Services for sale subject to these Terms and Conditions of Use (the "Terms"), which may be updated by us from time to time.

By accessing our Website and/or using our Products and Services in any way, you are agreeing to comply with and be bound by these Terms. In addition, when using our Website, you agree to abide by any posted guidelines for all of our Products and Services, which may change from time to time, and to comply with all applicable laws, regulations and rules. If you object to any of these Terms, any guidelines, or any subsequent modifications, or if you become dissatisfied with the Website or our Products and Services, you should immediately discontinue use of the Website. These Terms remain in force and effect as long as you are a user of the Website and/or a registered user. In the event of termination of any membership, service or feature, you will still be bound by your obligations under these Terms, including any indemnifications, warranties and limitations of liability. You should periodically review these Terms. Company reserves the right, at any time, to change the Terms by publishing revised terms on the Website. Any use of the Website and/or our Products and Services by you after our publication of any such changes shall constitute your acceptance of these Terms, as modified, with regard to any additional use of the Website or additional purchase of Products and Services. You agree that Company is permitted to access and use any other information provided by you to provide Products and Services and, if necessary, to access such information to obtain contact information in order to provide notifications relating to the Products and Services we provided to you.

**IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THIS WEBSITE. BY USING THE WEBSITE AND AGREEING TO THESE TERMS, YOU CONFIRM THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU ARE LEGALLY COMPETENT TO ENTER INTO A CONTRACT. IF YOU ARE NOT 18 YEARS OLD, YOU MUST SUBMIT AN UNDER 18 FORM APPLICATION THAT SIGNIFIES YOU HAVE A LEGAL GUARDIAN, SUPERVISOR, COACH OR SPORTS MEDICINE STAFF'S APPROVAL AND UNDERSTAND THAT WE ARE NOT RESPONSIBLE FOR ANY INJURIES THAT MAY OCCUR DUE TO IMPROPER USE OF PRODUCT.**

### **Access to the Website and Restrictions on Your Use**

Company grants you a limited, revocable, nonexclusive, non-transferable license to access our Website and use our Products and Services for your own personal use only. You may not download or modify any portion of the Website except as expressly permitted by Company. No Materials (as defined hereinbelow) from the Website may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way without our express, written permission. Violation of these Terms results in the automatic termination, without notice, of your license to access the Website and also may constitute the infringement of Company's copyright, trademark and/or other rights. You agree not to access or try to access any computer system of Company, its programs or its data that are not made available for public use. Except as expressly stated herein, you are not granted any right or license, by implication, estoppel, or otherwise, in or to any patent, trademark, copyright, or proprietary right of Company or any third party, in connection with your use of the Website and any Materials provided by Company or any third party on the Website. Elements of the Website, including custom graphics, images, logos, page headers, sounds, button icons, and the "look and feel" of the Website (including its design, layout, color combinations, button shapes and other graphical elements) are protected by copyright, trade dress and Provincial or Federal Laws and may not be copied or imitated, in whole or in part.

**You agree that you will not do any of the following:**

- a. Use any data mining, robots, spiders, or similar data-gathering and extraction methods within the Website or in any way reproduce or circumvent the navigational structure or presentation of the Website or its contents.**
- b. Circumvent, disable or interfere with the security of the Website or features that prevent, limit or restrict use or copying of the Website or any Materials.**
- c. Copy, reproduce, republish, upload, post, transmit, or distribute in any way any Materials, in whole or in part, without our written permission, other than as expressly allowed by us.**
- d. Transmit any software or other materials containing viruses, worms, Trojan horses, defects, date bombs, time bombs or other destructive or harmful items.**
- e. Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Website or attempt to derive any source code or underlying ideas or algorithms on the Website.**
- f. Do anything that imposes or may impose, in our sole judgment, an unreasonable or disproportionately large load on our (or our third party providers') infrastructure.**
- g. "Frame" or "mirror" the Website or any part.**
- h. Use the Website or any Materials for any unlawful purpose.**
- i. Spam or flood.**
- j. Resell or make commercial use of the Website or Materials; or (b) make any derivative use of the Website or Materials.**

**Privacy Policy**

**Company's Privacy Policy, as displayed on our Website, is part of these Terms. Please read it, because you are agreeing that it applies to our collection and use of information from you. (Link to Website Privacy Policy Here)**

**Purchasing Items Featured on our Website**

**Company takes reasonable precautions to try to ensure that any prices quoted on the Website are correct, and to describe the items available on the Website as accurately as possible. However, when ordering Products or Services featured on the Website, please note that the Company does not warrant that product and service descriptions are accurate, complete, reliable, current, or error-free. If a Product or Service described on the Website is not as described when you receive or use it, you should contact our customer service department at (Email Support Inserted here)**

**Pricing Errors and Omissions**

**Please be aware that prices, availability and other purchase terms are subject to change without prior notice. We make every effort to insure the accuracy of the information on the Website and if errors are discovered, we correct them. Be advised that the Company reserves the right to revoke any stated offer to correct any errors, inaccuracies, or omissions, including after an order has been submitted, after it has been confirmed, or after your credit card has been charged.**

**We are not liable for any refund amount due to technical problems on your computer, including but not limited to: printer malfunction, inability to install Adobe Acrobat Reader, and/or problems due to Internet connectivity.**

#### **Modification or Suspension of the Website**

**You agree that Company, in its sole discretion, may make, and at any time, modify, discontinue, or suspend its operation of this Website, or any part thereof, temporarily or permanently, without notice to you, and you agree that we will not be liable for the consequences of doing so.**

#### **Content Disclaimer**

**THE COMPANY AND ITS OWNERS, PRINCIPALS, REPRESENTATIVES AND AGENTS ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON THE INFORMATION, PRODUCTS, SERVICES, OR MATERIALS ON THE WEBSITE. WHILE THE COMPANY STRIVES TO KEEP THE INFORMATION ON THE WEBSITE AND ON THE FEATURED PRODUCTS AND SERVICES ACCURATE, COMPLETE, AND UP-TO-DATE, WE CANNOT GUARANTEE, AND WILL NOT BE RESPONSIBLE FOR, ANY DAMAGE OR LOSS RELATED TO THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE INFORMATION ON THE WEBSITE AND IN PRODUCTS AND SERVICES FEATURED ON THE WEBSITE.**

**YOUR USE OF THE WEBSITE IS SUBJECT TO ANY ADDITIONAL DISCLAIMERS AND CAVEATS THAT MAY APPEAR THROUGHOUT THE WEBSITE AND WITH PRODUCTS AND SERVICES FEATURED BY US.**

#### **Disclaimer of Warranties With Respect to Use of Website and Products and Services**

**THE WEBSITE AND ALL PRODUCTS AND SERVICES FEATURED ON IT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

**WHILE THE COMPANY USES REASONABLE EFFORTS TO INCLUDE ACCURATE AND UP TO DATE INFORMATION ON THE WEBSITE, THE COMPANY DOES NOT MAKE ANY WARRANTY THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS, OR THAT ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED. THE COMPANY MAKES NO WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE OR THE PRODUCTS AND SERVICES FEATURED THEREON, OR AS TO THE ACCURACY, QUALITY, OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE WEBSITE.**

**YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS USED AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.**

**NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY OR THROUGH THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.**

#### **Limitations of Liability and Damages**

**YOU AGREE THAT COMPANY'S LEGAL LIABILITY, INCLUDING THE LIABILITY OF ITS AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS, FOR ANY CLAIM MADE BY YOU ARISING OUT OF YOUR USE OF THE WEBSITE OR PURCHASE OF PRODUCTS OR SERVICES OFFERED THEREON SHALL BE LIMITED TO THE AMOUNT YOU PAID TO COMPANY, EXCEPT AS PROVIDED IN THE ARBITRATION AGREEMENT BELOW. UNDER NO CIRCUMSTANCES WILL SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES BE AWARDED, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION MAY NOT APPLY TO YOU. EXCEPT AS PERMITTED BY LAW, NOTHING IN THIS PARAGRAPH IS INTENDED TO MODIFY THE PROVISIONS OF CALIFORNIA BUSINESS AND PROFESSIONS CODE §§ 6400, et seq., IF APPLICABLE.**

#### **Compliance With Laws**

**You agree to comply with all applicable federal, Provincial and local laws, regulations, rules and ordinances regarding your use of the Website, including, without limitation, laws regarding import/export of technical data by virtue of your online transmission.**

#### **Indemnity**

**You agree to defend, indemnify and hold Company, its affiliates, officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, attorneys, suppliers and employees, harmless from any claim or demand, including reasonable attorneys' fees and court costs, made by any third party due to or arising out of your use of the Website or our Products and Services, your violation of the Terms, or your breach of any of your acknowledgements, agreements, representations, warranties and obligations herein.**

**YOU ACKNOWLEDGE THAT COMPANY HAS SET ITS PRICES AND HAS PROVIDED ACCESS TO THE WEBSITE IN RELIANCE ON THESE LIMITATIONS OF LIABILITY AND DAMAGES AND THE INDEMNITY IN THESE TERMS, AND THAT THOSE LIMITATIONS ARE AN ESSENTIAL BASIS UPON WHICH COMPANY PROVIDES ITS WEBSITE AND OFFERS ITS PRODUCTS AND SERVICES. YOU AGREE THAT THE LIMITATIONS OF LIABILITY AND DAMAGES AND THE INDEMNITY IN THESE TERMS SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.**

#### **Links to Third Party Sites**

**The Website may link to other websites that are independent of Company. These links are provided only as a convenience. We make no representation or warranty as to the accuracy, completeness or authenticity of the information contained in, or the products or services provided or sold by, any such site. You visit any such website at your own risk. You agree that Company is not responsible for any loss or damage of any sort you may incur from dealing with such third party website(s).**

#### **Ownership of Content**

**Company owns and operates this Website. Company or third parties own all right, title and interest in and to the materials provided on this Website, including but not limited to the its design, layout, color combinations, button shapes and other graphical elements, information, documents, logos, graphics, sounds, page headers, button icons, service marks, trademarks, trade dress, and images (collectively, the "Materials"). Except as otherwise expressly provided by us, you may not copy, republish, reproduce, upload, download, display, post, distribute, or transmit the Materials in any way. Nothing on this Website confers any license, express or**

implied, of Company's intellectual property rights. Any rights not expressly granted to you by these Terms are reserved by us.

All Website design, text, graphics, and the selection and arrangement thereof, are owned by Company. (Incorporated company affiliated with SD Fitness here).ALL RIGHTS RESERVED.

#### **Enforcement of Rules and Policies**

We may investigate any reported violation of our policies or complaints and take any appropriate action that we deem appropriate. While we are not obligated to take any action, such action may include, but is not limited to, issuing warnings or suspension or termination of your rights to use our Website. You agree that Company shall not be liable to you or any third party for any termination of your access to the Website, and you agree not to attempt to use the Website after said termination. We also reserve the right to report any activity that we suspect violates any law or regulation to appropriate law enforcement officials or other third parties.

In order to protect our rights, property, personal safety, and those rights, property and the personal safety of our users and viewers, and to ensure the integrity and operation of our business and systems, we may choose to cooperate with any law enforcement request for information or documents, any administrative, civil or criminal subpoena, or any court order, and we may disclose your information (including, without limitation, user profile information (i.e. name, e-mail address, etc.), IP addressing traffic information, and usage history regarding a user in connection with such circumstances.

You are solely responsible for the content that you submit on or through the Website, and any content or information that you transmit to other users or third party advertisers on the Website.

#### **Governing Law**

The Terms and the relationship between you and Company shall be governed by the laws of the province of New Brunswick and the Laws of Canada without regard to any conflicts of laws principles.

#### **Dispute Resolution by Binding Arbitration**

**PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.**

##### **Summary:**

Most of your concerns can be resolved quickly to your satisfaction by contacting our Customer Service Center via [support@tailopez.com](mailto:support@tailopez.com) or 1.800.604.2587. In the unlikely event that Customer Service cannot resolve your complaint to your satisfaction, or if we have not been able to resolve a dispute with you after trying to do so informally, we each agree to resolve those disputes through binding arbitration rather than in court. Arbitration is less formal than a lawsuit. Arbitration uses a neutral arbitrator instead of a judge or jury, allows less discovery than courts, and is subject to very limited court review. The Canadian Arbitration Association (CAA) will serve as the arbitration provider. We agree that any arbitration under these Terms will take place on an individual basis. Representative, group, collective or class actions or arbitrations are not permitted. As explained below, if you prevail in arbitration, Company may pay you more than the amount of the arbitrator's award and will pay your actual, reasonable attorney's fees if you are awarded an amount greater than what Company offered you to settle the dispute before arbitration.

**You may speak with your own lawyer before using this Website or purchasing any product or service, but your use of this Website and the purchase of any product or service constitutes your agreement to these Terms.**

**Arbitration Agreement:**

**a. Company and you agree to arbitrate all disputes and claims between us before a single arbitrator. The kinds of disputes and claims we agree to arbitrate are intended to be broadly interpreted, including but not limited to:**

- 1). claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, advertising, or any other legal theory;**
- 2). claims that arose before these or any prior Terms became effective;**
- 3). claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and**
- 4). claims that may arise after the termination of these Terms.**

**For the purposes of this Arbitration Agreement, references to "Company," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of Website and our products and services under these Terms or any prior agreements between us.**

**This arbitration agreement does not preclude your bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into these Terms, you and Company are each WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A REPRESENTATIVE, GROUP, COLLECTIVE OR CLASS ACTION OR ARBITRATION.**

**You acknowledge that use of this Website and/or purchase of products or services constitutes a transaction in interstate commerce. The Canadian Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement survives termination of these Terms.**

**b. A party seeking arbitration under these Terms must first send, by Canadian certified mail, a written Notice of Dispute ("Notice") to the other party. A Notice to Company should be addressed to: [addressee and address, Attn: Notice of Dispute (the "Notice Address"). Company may send a written Notice to the electronic mail address that you provided when you created an account, if any. The Notice must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific relief sought ("Demand"). If Company and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Company may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Company or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or we is entitled.**

**You may download or copy a form to initiate arbitration from the Canadian Arbitration Association ("CAA") website at:  
(Enter CAA Website Here)**

**c. After Company receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your total claim is for more than \$75,000. If your total claim exceeds \$75,000, the payment of all arbitration fees will be governed by the CAA rules. If you are unable to pay the fee for application through CAA and your total claim is for \$75,000 or less, Company will pay the filing fee directly after receiving a written request at the Notice Address. Except as otherwise provided herein,**

**Company will pay all CAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with these Terms.**

**d. Unless Company and you agree otherwise, any arbitration hearings will take place in the county or parish of the contact address you submitted to us. If your total claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, by a telephone hearing, or by an in-person hearing governed by the CAA Rules. If you choose to proceed either by telephone or in person, we may choose to respond only by written or telephonic response. If your claim exceeds \$10,000, the CAA Rules will determine whether you have a right to a telephone or in-person hearing. The parties agree that in any arbitration under these Terms, neither party will rely on any award or finding of fact or conclusion of law made in any other arbitration to which Company was a party. In all cases, the arbitrator shall issue a reasoned, written decision sufficient to explain the findings of fact and conclusions of law on which the award is based.**

**e. If the arbitrator finds in your favor in any respect on the merits of your claim, and the arbitrator issues you an award that is greater than the value of our last written settlement offer made before an arbitrator was selected, then Company will pay you either the amount of the award or \$2,000 ("the Alternative Payment), whichever is greater, plus the actual amount of reasonable attorney's fees and expenses that you incurred in investigating, preparing, and pursuing your claim in arbitration (the "Attorney's Payment"). If we did not make you a written offer to settle the dispute before an arbitrator was selected, you will be entitled to receive the Alternative Payment and the Attorney's Payment, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the Alternative Payment and the Attorney's Payment at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits. In assessing whether an award that includes attorney's fees or expenses is greater than the value of Company's last written settlement offer, the arbitrator shall consider only the actual attorney's fees or expenses reasonably incurred before Company's settlement offer.**

**f. The right to attorney's fees and expenses discussed in paragraph (f) supplements any right to attorney's fees and expenses you may have under applicable law. If you would be entitled to a larger amount under applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorney's fees or costs. Although under some laws Company may have a right to an award of attorney's fees and expenses from you if it prevails in an arbitration, we will not seek such an award.**

**g. The arbitrator may award monetary and injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITIES AND NOT AS PLAINTIFFS OR CLASS MEMBERS IN ANY PURPORTED REPRESENTATIVE, GROUP OR CLASS ACTION OR ARBITRATION, OR IN THE CAPACITY OF A PRIVATE ATTORNEY GENERAL. Further, unless both you and Company agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative, group or class proceeding. The arbitrator may award any relief that a court could award that is individualized to the claimant and would not affect other customers. Neither you nor we may seek non-individualized relief that would affect other customers. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court. All other claims remain subject to this Arbitration Agreement.**

**h. If the total amount in dispute exceeds \$75,000 or either party seeks any form of injunctive relief, either party may appeal the award to a three-arbitrator panel administered by AAA by a written notice of appeal within thirty (30) days from the date of entry of the written arbitration award. An award of injunctive relief shall be stayed during any such appeal. The members of the three-arbitrator panel will be selected according to AAA rules. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, subject to any right of judicial review that exists under the CAA.**

**i. Notwithstanding any provision in these Terms to the contrary, we agree that if we make any material change to this arbitration provision (other than a change to any notice address, website link or telephone number), that change will not apply to any dispute of which we had written notice on the effective date of the change. Moreover, if we seek to terminate this arbitration provision, any such termination will not be effective until at least thirty (30) days after written notice of such termination is provided to you, and shall not be effective as to disputes which arose prior to the date of termination.**

### **Digital Millennium Copyright Act**

**If you are a copyright owner or an agent and believe that any Material or content on this Website infringes your copyright, you may submit a notification under the Digital Millennium Copyright Act ("DMCA") by providing the following information in writing.**

**a. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;**

**b. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;**

**c. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material**

**d. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;**

**e. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and**

**f. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.**

**In order to contact Company regarding a complaint about the Website or Materials, please Contact Us.**

### **Severability of Agreement**

**If any provision of the Agreement is found by a court or other binding authority to be invalid, you agree that every attempt shall be made to give effect to the parties' intentions as reflected in that provision, and the remaining provisions contained in this Agreement shall continue in full force and effect.**

### **Electronic Signatures and Agreements**



**You acknowledge and agree that by clicking on the button labeled "SUBMIT", "DOWNLOAD", "I ACCEPT" or such similar links as may be designated by the Company to accept the terms and conditions of these Terms, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by this Agreement.**

### **Technical Support**

**If you encounter a technical problem printing or accessing your completed application, or some other problem, our customer service representatives may be able to help.**

### **Miscellaneous**

**These Terms constitute the entire agreement between you and Company. They govern your use of the Website and Materials and supersede any prior agreements between you and us. Company's failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. The Terms do not limit any rights that Company may have under trade secret, copyright, patent or other laws. Company's employees are not authorized to modify the Terms, or to make any additional representations, commitments, or warranties binding on Company, except in writing signed by an authorized Company officer. If any provision of these Terms is found to be invalid, you agree that the other provisions of the Terms remain in full force and effect.**

**You warrant, represent and agree that, by using the Website and/or the Products or Services, you (i) have carefully read and considered these Terms and fully understand its contents, (ii) are consenting to these Terms of your own free will, based upon your own judgment and without any coercion or fear of retaliation, and (iii) you have had a chance to consult independent legal counsel with respect to these Terms.**

**In the event that you breach these Terms, Company will, in addition to all other available remedies, be entitled to the equitable remedies of a temporary restraining order, preliminary and/or permanent injunction.**

#### **European Users:**

**If you are a resident of the European Economic Area, you have the following data protection rights under the European Union's General Data Protection Regulation, effective May 25, 2018:**

**If you wish to access, correct, update or request deletion of your personal information, you can do so at any time by contacting us at (Privacy Support Page Link Here) . You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive, or we may refuse to comply with your request in these circumstances.**

**In addition, you can object to processing of your personal information, ask us to restrict processing of your personal information or request portability of your personal information to another service provider. Again, you can exercise these rights by contacting us at (Privacy Support Page Link Here).**

**You have the right to opt-out of marketing communications we send you at any time. You can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing emails we send you. If you are an unregistered user, or to opt-out of other forms of marketing (such as postal marketing or telemarketing), you may contact us at (Privacy Support Page Link Here)**

**Similarly, if we have collected and processed your personal information with your consent, then you can withdraw your consent at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent. However, if you revoke your consent, you will not be able to use any service or feature that requires collection or use of the information we collected or used on the basis of consent.**

**You have the right to complain to a data protection authority about our collection and use of your personal information. For more information, please contact your local data protection authority.**

**We respond to all requests we receive from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws. Notwithstanding the foregoing, we reserve the right to keep any information in our archives that we deem necessary to comply with our legal obligations, resolve disputes and enforce our agreements.**

**We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.**

**We try to respond to all legitimate requests as promptly as possible and wait time for response may vary. Occasionally it may take us longer, if your request is particularly complex or you have made a number of requests. In this case, we will notify you.**

**If you are an EU resident and you are not happy with any aspect of how we collect and use your data, you have the right to complain to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues ([www.ico.org.uk](http://www.ico.org.uk)). We should be grateful if you would contact us first if you do have a complaint so that we can try to resolve it for you.**