

## Terms of Service

This document represents a legal document that serves as our Terms of Service. It governs the legal terms of our website, [www.Ratchetlove.com](http://www.Ratchetlove.com) ( "Website " ), along with any associated subdomains and applications and the services offered by them, all of which are owned and operated by Ratchetlove.com LLC

Any capitalized terms have the meaning as specified in the Definitions section below, unless they are otherwise defined elsewhere in our Legal Terms. This Terms of Service, along with our Privacy Policy {URL}, and other posted guidelines within our Website, (collectively "Legal Terms " ), constitute the entire and only agreement between you and Ratchetlove.com and supersede all other agreements, representations, warranties and understandings with respect to our Website and the subject matter contained herein. We may amend our Legal Terms at any time without specific notice to you. The latest copies of our Legal Terms will be posted on our Website, and you should review all Legal Terms prior to using our Website. After any revisions to our Legal Terms are posted, you agree to be bound to any such changes to them. Therefore, it is important for you to periodically review our Legal Terms to make sure you still agree to them. By using our Website, you agree to fully comply with and be bound by our Legal Terms. Please review them carefully.

If you do not accept our Legal Terms, you should not access our Website. If you have already accessed our Website and do not accept our Legal Terms, you should immediately discontinue use of our Website.

The last update to our Terms of Website was posted on March 11, 2015.

## Definitions

The terms "us "or "we "or "our "refers to RatchetLove, the owner of the Website.

A "Child "is any person under the age of 18.

A "Member "is an individual that has registered with our Website to use any features of our Service.

A "Posting "is any text, photos, or videos uploaded by a Member through our Website.

A "Profile "is an online representation of a Member which may contain text, photos, or videos uploaded by a Member through our Website.

A "Visitor "is someone who merely browses our Website to find out more about our Website.

A "User "is a collective identifier that refers to either a Visitor or a Member.

All Postings, text, information, graphics, audio, video, and data found on our Website, whether free to all or part of our paid features of our Website, are collectively known as our "Content ".

We may refer to Content provided by our Members as "Member Content" which includes Content offered through a Member Profile as well as Postings. When we refer to our Website, our Service and Content are included by reference, though we may refer to these separately.

## Our Service

Through our Website, we offer a service ("Service") allowing Members to interact socially. Our Service is oriented towards allowing single men and women to create profiles in order to meet each other online. Your use of our Service is subject to our Legal Terms.

## Limited License

Ratchetlove.com grants you a non-exclusive, non-transferable, revocable license to access and use our Website strictly for your personal use and solely in accordance with our Legal Terms. Your use of our Website is solely for your personal and non-commercial purposes, unless otherwise provided in our Legal Terms.

## Our Relationship to You

Ratchetlove.com offers our Service strictly as a venue and does NOT enter into any other relationship with you, other than that of an independent contractor. Our Legal Terms in no way create any agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between you and Ratchetlove.com or our affiliates.

## Service Disclaimer

YOU AGREE THAT OUR SERVICE IS NOT A DATING SERVICE. IT IS MERELY A VENUE FOR OUR MEMBERS TO INTERACT. RATCHETLOVE.COM DOES NOT MATCH YOU WITH OTHER MEMBERS. RATCHETLOVE.COM DOES NOT OFFER ANY GUARANTEES, EITHER EXPRESS OR IMPLIED, THAT YOU WILL MARRY, OR OTHERWISE HAVE ANY RELATIONSHIP OF ANY KIND WITH OTHER MEMBERS. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER MEMBERS. YOU UNDERSTAND RATCHETLOVE.COM CURRENTLY DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS MEMBERS. RATCHETLOVE.COM ALSO DOES NOT INQUIRE INTO THE BACKGROUNDS OF ALL OF ITS MEMBERS OR ATTEMPT TO VERIFY THE STATEMENTS OF ITS MEMBERS. FARMERSONLY MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF MEMBERS OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE MEMBERS. REGARDLESS, RATCHETLOVE.COM RESERVES THE RIGHT TO CONDUCT ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES), AT ANY TIME AND USING AVAILABLE PUBLIC RECORDS. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL INTERACTIONS WITH OTHER MEMBERS OF THE SERVICE, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON.

IN ADDITION, YOU AGREE TO REVIEW OUR DATING SAFETY TIPS PRIOR TO USING

THE SERVICE. YOU SHOULD NOT PROVIDE YOUR FINANCIAL INFORMATION (FOR EXAMPLE, YOUR CREDIT CARD OR BANK ACCOUNT INFORMATION) TO OTHER MEMBERS IN NO EVENT SHALL WE BE LIABLE FOR DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES RELATED TO YOUR USE OF OUR SERVICE, INCLUDING BUT NOT LIMITED TO YOUR INTERACTIONS WITH OTHER MEMBERS.

## Legal Compliance

You agree to comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of our Website. Ratchetlove.com reserves the right to investigate complaints or reported violations of our Legal Terms and to take any action we deem appropriate, including but not limited to canceling your Member account, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information, as allowed under our Privacy Policy.

## Eligibility and Registration for Membership

You may view some of our Content without becoming a Member of our Website. However, to use most functionality offered through our Website, you must register and become a Member. Your membership is not transferable or assignable and is void where prohibited. By registering with our Website, you certify that you are at least age 18 years of age or older (i.e. not a Child). If you are under the age of 18, you may NOT become a Member of our Website.

Any registration by any Member in contravention of the above limitations is unauthorized, unlicensed and in violation of our Legal Terms. You agree to and to abide by all of the terms and conditions of our Legal Terms. Ratchetlove.com has sole right and discretion to determine whether to accept a Member, and may reject a Member's registration, with or without explanation.

When you complete the registration process, you will create a password that will allow you to access our Website. You agree to maintain the confidentiality of your password and are fully responsible for all liability and damages resulting from your failure to maintain that confidentiality and all activities that occur through the use of your password. You agree to immediately notify us of any unauthorized use of your password or any other breach of security regarding your account or information. You agree that Ratchetlove.com is not liable for any loss or damage arising from your failure to comply with password security as discussed herein.

## Member Content

Any Posting you make through our Website is considered Member Content. For any Posting you make, you warrant to Ratchetlove.com that you have legal right, whether by ownership, license, or otherwise, to transmit, display, and use the underlying associated text, images or videos. You are solely responsible for insuring that you do not infringe the rights of any third parties in such Posting and for any legal damages caused by your transmission, use, or display of your Posting.

You agree that your Member Content should not contain material that is considered offensive, indecent, or objectionable. However, you understand that we have little control over the Member Content provided by our Members and we do our best to ensure, but do not in any way guarantee the decency, legality, quality, accuracy or integrity of such Member Content. If your Member Content is reported to Ratchetlove.com as being illegal, in violation of third party rights, offensive or inappropriate, we may ask you to retract or otherwise modify the questionable Member Content within 24 hours of being notified by Ratchetlove.com. Should you fail to comply with such a request, Ratchetlove.com has full authority to either restrict your ability to use our Website OR to immediately terminate your account without further notification to you.

Ratchetlove.com is not responsible for the monitoring or filtering of any Member Content. Without limiting the foregoing, you understand and agree that Ratchetlove.com may review and delete any Member Content, including but not limited to messages, double-blind emails, photos or Profiles, in each case in whole or in part, that in the sole judgment of Ratchetlove.com violates this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Members.

You acknowledge that Ratchetlove.com is NOT liable for loss or damage to Member Content nor do we warrant that we may have a backup of your Member Content.

You should always maintain your own backup copies of Member Content.

Ratchetlove.com does not make any ownership claims to your Member Content. However, by uploading Member Content, you grant Ratchetlove.com a perpetual, worldwide, royalty-free, irrevocable license to use, display, and redistribute your Member Content in any form we see fit.

### Digital Millennium Copyright Act Compliance

Ratchetlove follows the terms of the United States 'Digital Millennium Copyright Act of 1998 (DMCA) as found under United States law (17 USC. §512). If you believe any of your copyrights are infringed by our Content, please provide us with a written notice via mail, fax, or email that contains the following information:

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;

A description of the copyrighted work that you claim has been infringed;

A description of where the material that you claim is infringing is located on our Website;

Your address, telephone number, and email address;

A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; AND

A statement by you made under penalty of perjury, that the above information in your Notice is

accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

RatchetLove will only respond to those notices that substantially comply with the above requirements. We will investigate your claim and will notify by the method of contact you used to file your notice with us.

## Member Conduct

You agree not to use our Website to do any of the following:

1) make any Posting that: (a) violates any local, state, federal, or international laws, (b) infringes on any patent, trademark, trade secret, copyright or other proprietary rights of any party, (c) harms, threatens, defames, promotes violence or illegal activities, or is otherwise vulgar, obscene, abusive, harassing, tortuous, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, (d) links directly or indirectly to any materials to which you do not have a right to link, (e) contains any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, government issued tax or identification numbers and credit card numbers, (f) contains viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer or hardware or telecommunications equipment, or to extract information from our Website, (g) contains any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, (h) you do not have a right to transmit under any law (i.e. intellectual property laws) or under contractual or fiduciary relationships (i.e. non-disclosure Agreements), and/or (i) in the sole judgment of RatchetLove, is objectionable or which restricts or inhibits any other person from using or enjoying our Website, or which may expose RatchetLove, our affiliates, or our Users to any harm or liability of any type.

2) use our Content to: (a) develop a competing Website or help anyone else to do the same, (b) create compilations or derivative works as defined under copyright laws, (c) re-distribute it in any manner, including, but not limited to, sale, license, lease, rental, subscription, or any other distribution mechanism, (d) decompile, disassemble or reverse engineer our Website and any related Website, and/or (e) use our Website in any manner that violates our Legal Terms or any local, state, federal, or international laws.

3) use your account to: (a) allow another person to login as you and/or (b) violate any local, state, federal, or international laws.

## Intellectual Property

Our Website may contain our Website marks or trademarks as well as those of our affiliates or other companies, in the form of words, graphics, and logos. Your use of our Website does not constitute any right or license for you to use such trademarks, without the prior written permission of the corresponding trademark owner. Our Website is also protected under international copyrights. The copying, redistribution, use or publication by you of any portion of

our Website is strictly prohibited. Your use of our Website does not grant you ownership rights of any kind.

### Linking to Our Website

You may provide links to our Website, provided (a) that you do not remove or obscure, by framing or otherwise, any portion of our Website, (b) your Website does not engage in illegal or immoral activities, and (c) you discontinue providing links to our Website immediately upon request by us.

### Links to Other Websites

Our Website may contain links to third party Websites. These links are provided solely as a convenience to you. By linking to these Websites, we do not create or have an affiliation with, or sponsor such third party Websites. The inclusion of links within our Website does not constitute any endorsement, guarantee, warranty, or recommendation of such third party Websites. RatchetLove has no control over the legal documents and privacy practices of third party Websites; as such, you access any such third party Websites at your own risk.

### Warranty Disclaimer

RatchetLove reserves the right to change any and all Content, features of our Website, and features of our Service, at any time without notice. While our Website is currently free to use, we may begin charging for use of all or part of its features at any time, without notice to you. Our Website may be temporarily unavailable from time to time for maintenance or other reasons.

RatchetLove assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Member Content. RatchetLove is not responsible for any technical malfunction or other problems of any telephone network or website, computer systems, servers or

providers, computer or mobile phone equipment, website, failure of email or players on account of technical problems or traffic congestion on the Internet or any combination thereof, including injury or damage to anyone's computer, mobile phone, or other hardware or Website, related to or resulting from using, uploading, or downloading materials in connection with our Website. Under no circumstances will RatchetLove be responsible for any loss or damage, including any loss or damage or personal injury or death, resulting from anyone's use of our Website, or for any interactions between Users of our Website, whether online or offline.

OUR SERVICE IS PROVIDED "AS-IS, " "AS AVAILABLE, "WITH "ALL FAULTS ", AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). OUR SERVICE MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS.

RATCHETLOVE, INCLUDING ALL OUR AFFILIATES, HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF OUR SERVICE, OTHER THAN AS SPECIFIED IN OUR LEGAL TERMS. RATCHETLOVE CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF OUR SERVICE. RATCHETLOVE DOES NOT REPRESENT OR WARRANT THAT OUR SERVICE IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE OR THAT IT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THEREFORE, YOU SHOULD EXERCISE CAUTION IN THE USE AND DOWNLOADING OF ANY SUCH CONTENT AND USE INDUSTRY-RECOGNIZED PROGRAMS TO DETECT AND REMOVE VIRUSES. ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES CAUSED BY VIRUSES SOMEHOW ATTRIBUTED TO OUR SERVICE IS DISCLAIMED.

WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT YOU USE OUR SERVICE AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USE THEREOF AND ANY DAMAGES TO YOU, YOUR MOBILE DEVICE OR COMPUTER SYSTEM, OR OTHER HARM OF ANY KIND THAT MAY RESULT. WE, AS WELL AS ALL OF OUR AFFILIATES, ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF INCOME, BUSINESS, PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND RATCHETLOVE. OUR SERVICE WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH OUR SERVICE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN OUR LEGAL TERMS.

#### Limitation of Liability

RatchetLove, as well as all our affiliates, shall not be liable for any loss, injury, death, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from our Website; (b) the unavailability or interruption of our Website; (c) your or other Members' use of our Website; or (d) any delay or failure in performance of our Website.

RATCHETLOVE AND ITS AFFILIATES ARE NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM. FARMERSONLY AND ITS AFFILIATES HAVE NO LIABILITY AND WILL MAKE NO WARRANTY, REFUND, OR OTHER RESTITUTION TO YOU WITH REGARDS TO OUR SERVICE, OTHER THAN AS SPECIFIED HEREIN, FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, DELAYS, CANCELLATIONS, STRIKES, GOVERNMENTAL ISSUES, OR FORCE MAJEURE.

IN NO EVENT WILL RATCHETLOVE OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOSSES ARISING FROM YOUR USE OF OUR SERVICE, EVEN IF RATCHETLOVE IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, RATCHETLOVE'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO YOUR CEASING USE OF OUR SERVICE.

### Subscription and Fees

Currently, you may become a Member of our Website for free. However, if you wish to upgrade your Profile to include additional features ( 'Subscription '), you agree to pay for such Subscription and you authorize RatchetLove to charge your chosen payment provider ( 'Payment Method ') for the Subscription. By paying for a Subscription, you represent and warrant that:

- You agree to pay the fees at our then-current prices as posted on our Website, including any applicable taxes. You agree that the fees will be honored by your Payment Method.
- You agree that your Payment Method information is true and complete. You further agree that you will keep your Payment Method and other billing information current, complete and accurate (i.e. changes in billing address, card number or expiration date). You agree to promptly notify RatchetLove if your Payment Method is compromised or canceled (including if you lose your card or it is stolen) or if you become aware of a potential breach of security to your account. If you fail to provide RatchetLove any of the foregoing information, you agree that you are responsible for fees accrued under your account.
- You agree that if your Payment Method is dishonored, you will still be obligated to pay the charges incurred, including any surcharge we may incur due to such dishonored payment. You also understand that RatchetLove may either terminate or suspend your Subscription and continue to attempt to charge your Payment Method until payment is received. You understand that upon receipt of payment, your account will be activated and for purposes of automatic renewal, your new Subscription period will begin as of the day payment was received.
- You agree that RatchetLove has a zero-tolerance policy regarding payment charge-backs and we ask that you contact us if you have an issue in making any payment for your Subscription. However, if you start a charge-back process with your Payment Method against us, RatchetLove reserves the right to immediately terminate your account. Your account and the Payment Method you provided will be blacklisted in our systems. Should we do this, you will never again be able to use our Website and you will be liable for any administrative costs we incur in processing the charge-back.

### Automatic Renewal

Your Subscription will continue indefinitely until cancelled by you. You authorize RatchetLove



to charge your Payment Method at the beginning of your subsequent Subscription period for the fees due along with any sales or similar taxes that may be imposed on your Subscription. If you do not wish your account to renew automatically, or if you want to change or terminate your Subscription, please log in and go to the ‘Change / Cancel Membership ’(or similar) page on your ‘Payment Reports ’page. You will be responsible for fees through the end of your current Subscription period.

### Canceling Your Subscription

You can cancel your Subscription at any time. If you cancel your Subscription, your account will be returned to a non-paying status at the end of your current Subscription period. You will lose access to all Subscription-level functionality at that time, which may include, but is not limited to, access to messages and other Content that are only available to Members who have current Subscriptions. No refunds will be given.

### Free Trials and Other Promotions

Any free trial or other promotion that provides Subscription access to the Service must be used within the specified time of the trial. You must cancel your Subscription before the end of the specified trial period in order to avoid being charged for the Subscription. If you cancel prior to the end of the trial period and are inadvertently charged for a Subscription, please contact us to have the charges reversed.

### Use of Information and Member Content

We reserve the right, and you authorize us, to the use and assignment of all of your account information and usage information regarding our Website in any manner consistent with our Privacy Policy. All Member Content, remarks, suggestions, ideas, graphics, or other information communicated by you to us (collectively, ‘Submission ’) is considered our property. To the extent that such Submission contains copyrighted, either owned by you or licensed to you, you grant RatchetLove a perpetual, irrevocable, royalty-free, worldwide license to use such Submission as we see fit, in any form whether on our Website or elsewhere. We will not be required to treat any Submission as confidential, and will not be liable for any ideas (including without limitation, product, or advertising ideas) and will not incur any liability as a result of any similarities that may appear in our Website or other operations. Without limitation, we will have exclusive ownership of all present and future existing rights to the Submission of every kind and nature everywhere. We will be entitled to use the Submission for any commercial or other purpose whatsoever, without compensation to you or any other person sending the Submission. You acknowledge that you are responsible for whatever material you submit, and you, not us, have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright.

### Indemnification

You agree to indemnify, defend and hold harmless RatchetLove and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and

documents, attorneys, advertisers, product and Website providers, and affiliates, from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of our Legal Terms or your use of our Website.

### Termination of Your Account

You acknowledge that if you violate the terms of our Legal Terms, RatchetLove reserves the right to terminate your account without notice. You may also voluntarily terminate your account. You understand that if your account is terminated, you will lose access to our Website and any Member Content you have provided. You understand that we are not required to provide you with copies of such Member Content nor continue to maintain copies of such Member Content on our Website.

### Arbitration

Any legal controversy or legal claim arising out of or relating to our Legal Terms and/or our Website, excluding legal action taken by us to collect or recover damages for, or obtain any injunction relating to, Website operations or intellectual property infringement, shall be settled solely by binding arbitration in accordance with Commercial Arbitration Rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in New York, New York, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. We may seek any interim or preliminary relief from a court of competent jurisdiction as necessary to protect the rights or property of you and us pending the completion of arbitration. Each party shall bear one-half of the arbitration fees and costs, but the prevailing party may seek return of their fees and costs, including reasonable attorney fees.

### General Terms

Our Legal Terms shall be treated as though it were executed and performed in the State of New York in the United States, and shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of law principles. In addition, you agree to submit to the personal jurisdiction and venue of such courts. Any cause of action by you with respect to our Website, must be instituted within one (1) year after the cause of action arose or be forever waived and barred. Should any part of our Legal Terms be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that any Content in our Website conflicts or is inconsistent with our Legal Terms, our Legal Terms shall take precedence. Our failure to enforce any provision of our Legal Terms shall not be deemed a waiver of such provision nor of the right to enforce such provision. The rights of RatchetLove under our Legal Terms shall survive the termination of your Account.