Terms of Use

Last modified: November \_\_\_, 2021

**Acceptance of the Terms of Use**

These terms of use are entered into by and between you and Top Tier Goalkeeping LLC, a Missouri limited liability company (the “**Company**”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “**Terms of Use**”), govern your access to and use of the Company’s websites, mobile sites, and applications, and their content, features, and services (all such sites, applications, content, features, and services, collectively, the “**Services**”) made available by the Company.

Please read the Terms of Use carefully before you start to use the Services. By using the Services, you (1) accept and agree to be bound and abide by these Terms of Use and the Company’s Privacy Policy, found at \_\_\_\_\_, which are hereby ,incorporated in these Terms of Use by reference and (2) represent and warrant that you are not prohibited by law from accessing or using the Services (including, without limitation, purchasing products or services through the Services). If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Services.

The Services are offered and available to users who 18 years of age or older and reside in the United States or any of its territories or possessions. By using the Services, 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 Services.

**Changes to the Terms of Use**

The Company may revise and update these Terms of Use from time to time in the Company’s sole discretion. Unless otherwise expressly stated by the Company, all changes are effective immediately when the Company posts them, and apply to all access to and use of the Services thereafter.

The Company will send you notice of the updated Terms of Use at the most-recent email address you provided to the Company, if any. The Company will also post notice of updated Terms of Use on the Services.

Your continued use of the Services following the posting of revised Terms of Use 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. Except as otherwise expressly stated by the Company, any use of the Services is subject to the version of the Terms and Conditions in effect at the time of use.

**Accessing the Services and Account Security**

The Company reserves the right to withdraw or amend Services, and any service or material the Company provides on the Services, in the Company’s sole discretion without notice. The Company will not be liable if for any reason all or any part of the Services is unavailable at any time or for any period. From time to time, the Company may restrict access to some parts of the Services, or the entire Services, to users, including registered users.

You are responsible for:

* Making all arrangements necessary for you to have access to the Services.
* Ensuring that all persons who access the Services through your internet connection or device are aware of these Terms of Use and comply with them.

To access the Services, you may be asked to provide certain registration details or other information. It is a condition of your use of the Services that all the information you provide on the Services is correct, current, and complete. You agree that all information you provide to register with the Services or otherwise, including but not limited to through the use of any interactive features on the Services, is governed by the Company’s Privacy Policy, and you consent to all actions the Company takes with respect to your information consistent with the Company’s Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of the Company’s security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Services or portions of it using your username, password, or other security information. You agree to notify the Company immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

The Company has the right to disable any username, password, or other identifier, whether chosen by you or provided by the Company, at any time in the Company’s sole discretion for any or no reason, including if, in the Company’s opinion, you have violated any provision of these Terms of Use.

**Subscription Services**

Certain portions of the Services are available only to users who have paid the appropriate subscription fee and have an active subscription. Subscriptions are for the period chosen by you while ordering the services, and subscription fees are payable according to the applicable payment terms for the Services and term you ordered. You may cancel your subscription through the Services at any time, but payments through the Services are non-refundable, and fees for unused portions of subscriptions are non-refundable. Subscriptions auto-renew for additional terms of the same length as your initial term unless you cancel your subscription through the Services at least 30 days before the next subscription renewal date.

Bulk subscriptions are available to clubs and other entities that order bulk subscriptions through the Services. Such clubs may assign and re-assign their subscriptions to individual users through the Services.

In order to make a payment through the Services, you must provide account information for at least one valid debit or credit card or other payment method. You may add, delete, and edit the payment method account information you have provided from time to time directly through the Services. To confirm that the payment method information you have provided through the Services is accurate, the Company or its vendors may place a temporary authorization on your payment method at the time you provide your payment method information through the Services. After the Company verifies that your payment method information is accurate, the authorization will be removed.

To the extent permitted by applicable law and subject to the Company’s Privacy Policy, you acknowledge and agree that the Company may use certain third-party vendors and service providers to process payments, manage debit and credit card information, and detect and prevent fraud.

By providing debit or credit card account information through the Services, you represent, warrant, and agree that (1) you are legally authorized to provide the information to the Company; (2) you are legally authorized to perform payments from the debit or credit card account; and (3) the action does not violate the terms and conditions applicable to your use of the debit or credit card account(s) or applicable law. When you authorize a payment using a debit or credit card account through the Services, you represent, warrant, and agree that there are sufficient funds or credit available to complete a payment using the debit or credit card account.

Depending on your payment method, you may be subject to certain minimum charges. Except to the extent otherwise required by applicable law, the Company is not responsible or liable for any payments authorized through the Services using your payment method information.

The Company is not liable for any payment transactions that do not complete because (1) your debit or credit card account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit or overdraft protection of the debit or credit card account; (2) you have not provided the Company or its vendors with correct payment account information; (3) your debit or credit card has expired; or (4) circumstances beyond the Company’s control (such as, but not limited to, power outages, interruptions of cellular service, or any other interferences from an outside force) prevent the execution of the transaction.

**Intellectual Property Rights**

The Services and their entire 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 the material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Services 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 Services, except as follows:

* Your 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 one copy of a reasonable number of pages of the Services for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
* If the Company provides desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by the Company’s end user license agreement for such applications.
* If the Company provides social media features with certain content, you may take such actions as are enabled by such features.

You shall not:

* Modify copies of any materials from the Services.
* 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 Services.

You shall not access or use for any commercial purposes any part of the Services or any services or materials available through the Services.

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

**Trademarks**

The Company name, 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 shall 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 Services are the trademarks of their respective owners.

**Prohibited Uses**

You may use the Services only for lawful purposes and in accordance with these Terms of Use. You shall not use the Services:

* 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, including any “junk mail,” “chain letter,” or “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 associated with any of the foregoing).
* To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Services, or which, as determined by the Company, may harm the Company or users of the Services or expose them to liability.

Additionally, you shall not:

* Use the Services in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Services.
* Use any robot, spider, or other automatic device, process, or means to access the Services for any purpose, including monitoring or copying any of the material on the Services.
* Use any manual process to monitor or copy any of the material on the Services or for any other unauthorized purpose without the Company’s prior written consent.
* Use any device, software, or routine that interferes with the proper working of the Services.
* Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
* Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services, the server on which the Services are stored, or any server, computer, or database connected to the Services.
* Attack the Services via a denial-of-service attack or a distributed denial-of-service attack.
* Otherwise attempt to interfere with the proper working of the Services.

**User Contributions**

The Services may contain the ability for users to upload and view videos, including videos of themselves, and other interactive features (collectively, “**Interactive Services**”) that allow users to post, submit, publish, display, or transmit (hereinafter, “**post**”) content or materials (collectively, “**User Contributions**”) on or through the Services.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the Services will be considered non-confidential and non-proprietary. By providing any User Contribution on the Services, you grant the Company and its affiliates and service providers, and each of their and the Company’s respective licensees, successors, and assigns an irrevocable right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

* You own or control all rights in and to the User Contributions and have the right to grant the license granted above to the Company and the Company’s affiliates and service providers, and each of their and the Company’s respective licensees, successors, and assigns.
* All of your User Contributions do and will comply with these Terms of Use.

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

The Company is not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Services.

**Model Release**

If you or your likeness appears in any User Contributions, you hereby grant to the Company, its legal representatives, assignees, and those acting under its authority, the unrestricted right and permission to copyright and/or use, and/or publish images of you (the “**Images**”), and the negatives, transparencies, prints, or digital information pertaining to them, in still, single, multiple, moving, or video format, or in which you may be included in whole or in part, or composite, or distorted in form, or reproductions thereof, in color or otherwise, in any media for advertising or any other lawful purpose.

You hereby relinquish any right that you may have to examine or approve the finished product or products that may be used in connection the Images, or the use to which they may be applied. You further release the Company its parent company, subsidiaries, affiliates, officers, agents, servants, or employees (the “**Releasees**”) from any claims for remuneration associated with any form of damage, foreseen or unforeseen, associated with the proper commercial or artistic use of the Images unless it can be shown that said reproduction was maliciously caused, produced, and published for the sole purpose of subjecting you to conspicuous ridicule, scandal, reproach, scorn, and indignity.

It is your express intent that this document shall bind all members of your family, heirs, assignees, and personal representatives.

**Monitoring and Enforcement; Termination**

The Company may:

* Remove or refuse to post any User Contributions for any or no reason in the Company’s sole discretion;
* Take any action with respect to any User Contribution that the Company deems necessary or appropriate in the Company’s sole discretion, including if the Company believes that such User Contribution violates these Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public, uses any information contained in the Services including User Contributions for an improper purpose, or could create liability for the Company;
* Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;
* Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services; and
* Terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of these Terms of Use;

Without limiting the foregoing, the Company may cooperate fully with any law enforcement authorities or court order requesting or directing the Company to disclose the identity or other information of anyone posting any materials on or through the Services. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS, AND THEIR RESPECTIVE EMPLOYEES, OWNERS, AND INDEPENDENT CONTRACTORS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, the Company does not undertake to review all material before it is posted on the Services, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, the Company assumes no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. The Company has no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

**Content Standards**

 These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

* Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;
* Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
* Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person;
* Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and the Privacy Policy;
* Be likely to deceive any person;
* Promote any illegal activity, or advocate, promote, or assist any unlawful act;
* Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person;
* Impersonate any person, or misrepresent your identity or affiliation with any person or organization;
* Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising; or
* Give the impression that they emanate from or are endorsed by the Company or any other person or entity, if this is not the case.

**Reporting Claims of Copyright Infringement**

 The Company takes claims of copyright infringement seriously. The Company will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Services infringe your copyright, you may request removal of those materials (or access to them) from the Services by submitting written notification to the Company’s copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (“**DMCA**”), the written notice (the “**DMCA Notice**”) must include substantially the following:

* Your physical or electronic signature;
* Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Services, a representative list of such works;
* Identification of the material you believe to be infringing in a sufficiently precise manner to allow the Company to locate that material;
* Adequate information by which the Company can contact you (including your name, postal address, telephone number, and, if available, email address);
* A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law;
* A statement that the information in the written notice is accurate; and
* A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

The Company’s designated copyright agent to receive DMCA Notices is:

[FIRST AND LAST NAME OF AGENT]

[NAME OF AGENT'S ORGANIZATION]

[PHYSICAL MAIL ADDRESS OF AGENT]

[TELEPHONE NUMBER OF AGENT]

[EMAIL ADDRESS OF AGENT FOR THIS PURPOSE]

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Services is infringing your copyright, you may be held liable for damages (including costs and attorney fees) under Section 512(f) of the DMCA.

It is the policy of the Company to terminate the user accounts of repeat infringers.

**Reliance on Information Posted**

The information presented on or through the Services is made available solely for general information purposes. The Company does not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. The Company disclaims all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Services, or by anyone who may be informed of any of its contents.

**Changes to the Services**

The Company may update the content on the Services from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Services may be out of date at any given time, and the Company is under no obligation to update such material.

**Information About You and Your Visits to the Services**

All information the Company collects on the Services is subject to the Company’s Privacy Policy. By using the Services, you consent to all actions taken by the Company with respect to your information in compliance with the Privacy Policy.

**Linking to the Services**

You may link to the Company’s homepage, provided you do so in a way that is fair and legal and does not damage the Company’s 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 the Company’s part.

**Links from the Services**

If the Services contain links to other sites and resources provided by third parties, these links are provided for your convenience only. The Company has no control over the contents of those sites or resources and accepts 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 Services, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

**Geographic Restrictions**

The owner of the Services is based in the state of Missouri in the United States. The Company provides the Services for use only by persons located in the United States. The Company makes no claims that the Services or any of its content is accessible or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services 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 or the Services 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 the Services for any reconstruction of any lost data. 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, DEVICES, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE SERVICES, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES IS AT YOUR OWN RISK. THE SERVICES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES 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 SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE SERVICES, THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE WEBSITE OR THE SERVER THAT MAKES THE SERVICES AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

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 WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

**Limitation on Liability**

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR ITS OR THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, MANAGERS, MEMBERS, OFFICERS, OR DIRECTORS 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 SERVICES, ANY WEBSITES LINKED TO THEM, ANY CONTENT ON THE SERVICES OR SUCH OTHER WEBSITES, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

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

You and the Company understand and agree that the disclaimers, exclusions, and limitations in this and the immediately-preceding section are essential elements of these Terms of Use and that they represent a reasonable allocation of risk. In particular, you understand that the Company would be unable to make the Services available to you except on these terms and agree that these Terms of Use will survive and apply even if any limited remedy specified in these Terms of Use is found to have failed of its essential purpose.

**Governing Law and Jurisdiction**

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

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Services shall be instituted exclusively in the federal courts of the United States or the courts of the State of Missouri. If federal jurisdiction does not lie, then legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Services shall be instituted exclusively in the courts of the State of Missouri. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

**Waiver and Severability**

No waiver by the Company of any term or condition set forth in these Terms of Use will 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 Use will not constitute a waiver of such right or provision.

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

**Entire Agreement**

The Terms of Use and the Company’s Privacy Policy constitute the sole and entire agreement between you and the Company with respect to the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Services.