

# Legal Agreement & Waiver

## TERMS and CONDITIONS

The Collective ("Program") is the property of Triaxiom, LLC ("Us" or "We" or "Our" or "Company") Please carefully read the following Terms and Conditions ("Terms") fully before accessing and using the services in the Program, including but not limited to content, materials, information, goods, coaching, and applications, ("Services") By accessing and using this Program, the User ("You" or "Your") unconditionally agree to be bound by these Terms and all policies and procedures that may be published from time to time on the [chrispowell.com/collective-bulletin/](http://chrispowell.com/collective-bulletin/) ("Site"), and The Collective Facebook Community Page ("Page"), the KEPT App ("App"), without notice to you.

If you do not agree with these Terms and all the policies and procedures, do not access or use the Program, Facebook Page, or the Site.

## SUITABILITY

You represent and warrant that you are at least 18 years of age. If you are under age 18, you may not, under any circumstances or for any reason, use the Services. We may, in our sole discretion, refuse to offer the Services to any person or entity and change its eligibility criteria at any time. Further, the Services are offered only for your use, and not for the use or benefit of any third party.

## CONTENT AND COPYRIGHT

For purposes of these Terms, the term "Content" includes, without limitation, information, data, text, photographs, videos, audio clips, written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services.

For the purposes of this Agreement, "Content" also includes all User Content (All Content added, created, uploaded, submitted, distributed, or posted to the Services by users (collectively "User Content")), whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such User Content. You represent that all User Content provided by you is accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations. You acknowledge that all Content, including User Content, accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. We do not guarantee that any Content you access on or through the Services is or will continue to be accurate.

Notices and Restrictions: The Services may contain Content specifically provided by us, our partners or our users and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Services.

**Use License:** Subject to these Terms of Use, we grant each user of the Services a worldwide, non-exclusive, non-sublicensable and non-transferable personal license to use personally (i.e., to download and display locally) Content solely for purposes of using the Services. Use, reproduction, modification, distribution or storage of any Content for other than purposes of personally using the Services is expressly prohibited without prior written permission from us, and shall be subject to legal ramifications if violated. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way. Company shall own all title, ownership rights, and intellectual property rights in and to the Services, and any copies or portions thereof.

**Grant by User:** By submitting User Content through the Services, you hereby do and shall grant us a worldwide, non-exclusive, perpetual, royalty-free, fully paid, sublicensable and transferable license to use, edit, modify, truncate, aggregate, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit the User Content in connection with the Program and the Site, the Services and our (and our successors' and assigns') businesses, including without limitation for promoting and the Program or the Site or the Services (and derivative works thereof) in any media formats and through any media channels (including, without limitation, third party websites and feeds), and including after your termination of your Account or the Services.

**License:** You also hereby do and shall grant each user of the Site and/or the Services who has access to your User Content a non-exclusive, perpetual license to use, edit, modify, reproduce, distribute, prepare derivative works of, display and perform such User Content, including after your termination of your Account or the Services. For clarity, the foregoing license grants to us and our users does not affect your other ownership or license rights in your User Content, including the right to grant additional licenses to your User Content, unless otherwise agreed in writing. You represent and warrant that you have all rights to grant such licenses to us without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights.

**Availability of Content:** We do not guarantee that any Content will be made available on the Site or through the Services. We reserve the right to, but do not have any obligation to, (i) remove, edit or modify any Content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have violated these Terms of Use), or for no reason at all and (ii) to remove or block any Content from the Services.

## DMCA COPYRIGHT POLICY

The Company has adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act. The address of the Designated Agent to Receive Notification of Claimed Infringement ("Designated Agent") is listed at the end of this policy.

**Procedure for Reporting Copyright Infringement.** If you believe that material or content residing on or accessible through the Site, Page or Services infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed

2. Identification of works or materials being infringed, identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that the Company is capable of finding and verifying its existence,
3. Contact information about the notifier including address, telephone number and, if available, email address;
4. A statement that the notifier has a good faith belief that the material is not authorized by the copyright owner, its agent, or the law; and a statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

Please contact the Designated Agent to Receive Notification of Claimed Infringement for Triaxiom, LLC at [support@keptpromises.com](mailto:support@keptpromises.com)

Triaxiom, LLC

ATTN: Rachel Paul

4858 E. Baseline Road, Suite #105

Mesa, AZ 85206

623-352-8174

## USE OF THE SERVICE

A portion of the Services provided to You by the Program, Site, App, and Page is guidance and information on how to improve your fitness, health and nutrition, and support your weight loss. THE SERVICES ARE NOT A MEDICAL ORGANIZATION OR MEDICAL DOCTORS OR PROFESSIONAL COUNSELORS. FOR PURPOSES OF THIS AGREEMENT, THE PRACTICE OF MEDICINE AND COUNSELING INCLUDES, WITHOUT LIMITATION, PSYCHIATRY, PSYCHOLOGY, PSYCHOTHERAPY, OR PROVIDING HEALTH OR NUTRITION CARE, TREATMENT, INSTRUCTIONS, DIAGNOSIS, PROGNOSIS OR ADVICE.

YOU SHOULD NOT RELY ON THIS GUIDANCE AND INFORMATION AS PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. BEFORE BEGINNING THESE SERVICES, YOU SHOULD CONSULT A PHYSICIAN. THIS IS PARTICULARLY TRUE BUT NOT LIMITED TO, IF YOU (OR YOUR FAMILY) HAVE A HISTORY OF HIGH BLOOD PRESSURE OR HEART DISEASE OR IF YOU HAVE EVER EXPERIENCED CHEST PAIN WHEN EXERCISING, SMOKE, HAVE HIGH CHOLESTEROL, HAVE A BONE OR JOINT PROBLEM THAT COULD BE MADE WORSE BY A CHANGE IN PHYSICAL ACTIVITY, HAVE DIABETES, ARE OBESE, HAVE ARTHRITIS OR ARE PREGNANT, BREASTFEEDING, OR LACTATING.

Our recommended workout plans, exercises, nutrition guidance, meal plans, mindset and wellness guidance, even if tailored to you, should not be misconstrued as medical advice, diagnosis or treatment.

ALWAYS CONSULT WITH A PHYSICIAN OR OTHER HEALTHCARE PROFESSIONAL BEFORE STARTING ANY DIET, EXERCISE PROGRAM OR DIETARY SUPPLEMENTS.

IF YOU EXPERIENCE FAINTNESS, DIZZINESS, PAIN, SEVERE DISCOMFORT OR SHORTNESS OF BREATH AT ANY TIME WHILE EXERCISING, YOU SHOULD STOP IMMEDIATELY AND CONSULT A MEDICAL EXPERT PRIOR TO RETURNING TO EXERCISING.

THE USE OF ANY INFORMATION OR PROGRAMS PROVIDED ON THE SERVICES IS SOLELY AT YOUR OWN RISK. DO NOT EVER DISREGARD, AVOID OR DELAY OBTAINING MEDICAL OR HEALTH RELATED ADVICE FROM YOUR HEALTH-CARE PROFESSIONAL BECAUSE OF SOMETHING YOU MAY HAVE READ ON THE SERVICE. THE USE OF ANY INFORMATION PROVIDED ON THE SERVICE IS SOLELY AT YOUR OWN RISK.

You should be aware that there are inherent physical and mental health risks to exercise, including risk of injury or illness. By accessing the Services, you acknowledge and agree that your performance of any and all exercises or activities recommended by the Services is wholly at your own risk. Neither the Company, Chris Powell, nor any of its coaches, contractors or employees will be liable for any physical or mental injury or illness that may result, whether directly or indirectly, from any of our recommended workout plans, exercises, nutrition guidance, meal plans, mindset and wellness guidance.

While we may provide guidelines such as written descriptions, pictures, or videos describing how to perform specific exercises or activities, you assume sole responsibility for performing those exercises or activities with proper form, as there is a risk of injury or illness increases with improper form. We encourage you to seek multiple sources of information regarding how to perform each exercise correctly and to consider consulting with a qualified coach, instructor, personal trainer, or physical therapist, especially if you are new to any of the forms of training or activity you seek to perform.

### THIRD PARTY SERVICES

The Services may permit you to link to other websites, services or resources on the Internet, and other websites, services or resources may contain links to the Services. The Services may also permit you to connect to third party hardware and equipment. When you access third party resources, you do so at your own risk. These other resources are not under our control, and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites, resources, hardware or equipment. The inclusion of any such link or connection does not imply our endorsement or any association between us and their providers. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such website, resource or hardware or equipment.

### RULES OF CONDUCT

You shall not (and shall not permit any third party to) either (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any Content on or through the Service, including without limitation any User Content, that:

Infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty.

Is false, misleading, untruthful or inaccurate, is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, otherwise harms a third party, tortious, obscene, vulgar, pornographic, offensive, profane, contains or depicts nudity, contains or depicts sexual activity, or is otherwise inappropriate as determined by us in our sole discretion

Constitutes unauthorized or unsolicited advertising, junk or bulk email ("spamming");

Contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of ours or of any third party;

Impersonates any person or entity, including any of our employees or representatives; or includes anyone's identification documents or sensitive financial information.

You shall not: (i) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (iii) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); (iv) run any form of auto-responder or "spam" on the Services; (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Applications or the Site; (vi) harvest or scrape any Content from the Services; or (vii) otherwise take any action in violation of our guidelines and policies. You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services (including without limitation any application), except to the limited extent applicable laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the Services, (iii) copy, rent, lease, distribute, use the Services for time sharing or service bureau purposes or otherwise transfer any of the rights that you receive hereunder, or (iv) remove or obscure any proprietary notices on the Services.

You shall abide by all applicable local, state, national and international laws and regulations.

We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of us, our users and the public.

## ACCOUNT CREATION

To sign up for The Collective, you must create an account. You must provide accurate and complete information and keep your Account information updated. Failure to do so shall constitute a breach of these Terms.

A breach of these Terms may result in immediate termination of your account. You shall not: (i) select or use as a username a name of another person with the intent to impersonate that person; (ii) use as a username a name subject to any rights of a person other than you without appropriate authorization; or (iii) use, as a username, a name that is otherwise offensive, vulgar or obscene.

You are solely responsible for the activity that occurs on your Account, and for keeping your Account password secure. You may never use another person's user account or registration information for the Services without permission. You must notify us immediately of any change in your eligibility to use the Services (including any changes to or revocation of any licenses from state authorities), breach of security or unauthorized use of your Account. You should never publish, distribute or post login information for your Account.

The Company reserves the right to refuse registration of, or cancel an Account in Company's discretion.

You shall have the ability to delete your Account through a request made at [support@keptpromises.com](mailto:support@keptpromises.com).

By creating an account you permit us to access certain information from your profile on Facebook or any other such third party services for use by the Services.

By using the Services, you are authorizing us to collect, store, retain, and use indefinitely, in accordance with our Privacy Policy, any and all information that you permitted Facebook or any other such third party services to provide to us.

## APPLICATION PAYMENTS and BILLING

The Collective is subject to payments at purchase in the future. Please note that any payment terms presented to you in the process of using or signing up for an Application are deemed part of this Agreement.

**Billing:** We use a third-party payment processor (the "Payment Processor") to bill you through a payment account (your "Account") for use of the Paid Services. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to this Agreement. We are not responsible for errors by the Payment Processor. By choosing to use Application, you agree to pay us, through the Payment Processor, all charges at the prices then in effect for any use of the Application in accordance with the applicable payment terms and you authorize us, through the Payment Processor, to charge your chosen payment provider (your "Payment Method"). You agree to make payment using that selected Payment Method.

We reserve the right to correct any errors or mistakes that it makes even if it has already requested or received payment.

**Payment Method:** The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. If we, through the Payment Processor, do not receive payment from you, you agree to pay all amounts due on your Billing Account upon demand.

**Recurring Billing:** The purchase of the The Collective consists of an initial period, for which there is a one-time charge, followed by recurring period charges as agreed to by you. By choosing a recurring payment plan, you acknowledge that such Services have an initial and recurring payment feature and you accept responsibility for all recurring charges prior to cancellation.

**Monthly Payments:** The Collective subscription is paid in 4-week installments. You acknowledge and agree that the company is authorized to charge the same credit card or payment method as was used for the first payment, in the amount of the then current monthly subscription fee every 4 weeks.

**Current Information Required:** YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR ACCOUNT. YOU MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP YOUR ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND YOU MUST PROMPTLY NOTIFY US OR OUR PAYMENT PROCESSOR IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR USER NAME OR PASSWORD. CHANGES TO SUCH INFORMATION CAN BE MADE AT BY CONTACTING SUPPORT@KEPTPROMISES.COM. IF YOU FAIL TO PROVIDE ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT WE MAY CONTINUE CHARGING YOU FOR ANY USE OF PAID SERVICES UNDER YOUR BILLING ACCOUNT UNLESS YOU HAVE TERMINATED YOUR PAID SERVICES AS SET FORTH ABOVE.

**NOTICE:** THE COMPANY HAS THE RIGHT TO UPDATE OR RELEASE A NEW VERSION OF THE APPLICATION WITHOUT NOTICE TO YOU. IN THE EVENT OF AN UPDATE OF THE APP OR A VERSION CHANGE YOU AGREE THAT THE UPDATES OR VERSION CHANGE WILL CONSTITUTE THE APP AS DEFINED AND YOUR USE OF THE APP WILL INCLUDE THE UPDATES OR IN EVENT OF A VERSION CHANGE THE VERSION OF THE APP YOU WILL HAVE ACCESS TO WILL BE THE NEW VERSION.

## INDEMNIFICATION

You shall defend, indemnify, and hold harmless us, our affiliates and each of our and their respective employees including without limitation our coaches, Chris Powell, coaches, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to, the Services, Content, or otherwise from your User Content, violation of these Terms, or infringement by you, or any third party using your Account or identity in the Services, of any intellectual property or other right of any person or entity. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

## WARRANTY DISCLAIMER

We have no special relationship with or fiduciary duty to you. You release us from all liability for you having acquired or not acquired Content through the Services. We make no representations

concerning any Content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, or legality of material or Content contained in or accessed through the Services. THE SERVICES AND CONTENT ARE PROVIDED "AS IS", "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WE, AND OUR DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

#### ARBITRATION NOTICE AND CLASS ACTION WAIVER

EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

ARBITRATION: YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US, INCLUDING DISPUTES RELATED TO THESE TERMS OF USE, YOUR USE OF THE SERVICES, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION UNDER THE AMERICAN ARBITRATION ASSOCIATION'S RULES FOR ARBITRATION OF CONSUMER-RELATED DISPUTES AND YOU AND WE HEREBY EXPRESSLY WAIVE TRIAL BY JURY. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

As an alternative, you may bring your claim in your local "small claims" court, if permitted by that small claims court's rules and if within such court's jurisdiction, unless such action is transferred, removed or appealed to a different court. You may bring claims only on your own behalf. Neither you nor we will participate in a class action or class-wide arbitration for any claims covered by this agreement to arbitrate. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if we are a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act and not



by any state law concerning arbitration. In the event the American Arbitration Association is unwilling or unable to set a hearing date within one hundred and sixty (160) days of filing the case, then either we or you can elect to have the arbitration administered instead by the Judicial Arbitration and Mediation Services. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration section will be null and void. This arbitration agreement will survive the termination of your relationship with us.

#### LIMITATION OF LIABILITY

IN NO EVENT SHALL WE, CHRIS POWELL, NOR OUR MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, COACHES, AGENTS, PARTNERS, SUPPLIERS, VENDORS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (1) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, EVEN IF FORESEEABLE, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (2) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), OR (3) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) \$100.00 (U.S.). THE FOREGOING LIMITATIONS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

#### GOVERNING LAW AND JURISDICTION

Governing Law and Jurisdiction: These Terms of Use shall be governed by and construed in accordance with the laws of the State of Arizona, including its conflicts of law rules, and the United States of America. You agree that any dispute arising from or relating to the subject matter of these Terms of Use shall be governed by the exclusive jurisdiction and venue of the state and Federal courts of Arizona.

#### MISCELLANEOUS ENTIRE AGREEMENT AND SEVERABILITY

These Terms are the entire agreement between you and us with respect to the Services, including use of the Program, the Site, the Page, and the App, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to the Services, and all modifications to these Terms must be in writing and signed by both parties, except as otherwise provided herein. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable.

The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder Force Majeure: We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference).

Any cause of action you may have with respect to the Services must be commenced within one (1) year after the claim or cause of action arises, notwithstanding any statutes of limitation to the contrary.

Assignment: These Terms are personal to you, and are not assignable, transferable or sublicensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without consent.

Agency: Nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between you and [Company], and you do not have any authority to create any obligation or make any representation on the Company's behalf. You may not assign this agreement, by operation of law or otherwise, without the Companies written consent. Subject to the foregoing, these Terms will be binding on, inure to the benefit of, and be enforceable against you and [Company] and their respective successors and assignees.

Notices: Unless otherwise specified in these Terms, all notices under these Terms will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Electronic notices should be sent to [support@keptpromises.com](mailto:support@keptpromises.com).

No Waiver: Our failure to enforce any part of these Terms shall not constitute a waiver of our right to later enforce that or any other part of these Terms. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with these Terms to be binding, we must provide you with written notice of such waiver through one of our authorized representatives.

Headings: The section and paragraph headings in these Terms are for convenience only and shall not affect their interpretation.

## GENERAL

The Terms constitute the entire agreement between Company and you with respect to your use of the Services.. Any cause of action you may have with respect to the Services must be commenced within one (1) year after the claim or cause of action arises, notwithstanding any statutes of limitation to the contrary. Any failure by the Company to enforce or exercise any provision of the Terms or related right shall not constitute a waiver of that right or provision. The section titles used in the Terms are purely for convenience and carry with them no legal or contractual effect.

By clicking the checkmark box on the Collective Bulletin registration page, I verify that I have read and accept the terms of this agreement.

