

## Terms and Conditions of The I AM Experience App

These terms govern:

- the use of this App (App), and
- any other related Agreement or legal relationship with the Owner in a legally binding way.

The User must read this document carefully.

Although the entire contractual relationship relating to these Product and/or Service/Programs is entered into solely by the owner and Users, Users acknowledge and agree that, where this App has been provided to them via the Apple App Store or Google Play Store, Apple or Android may enforce these Terms as a third-party beneficiary.

Nothing in these Terms creates any relationship of employment, agency, or partnership between the involved parties.

This App is provided by:

Walker Group The Consultants, LLC dba The I AM Experience.  
P.O. Box 13746  
Durham, NC 27709

**Owner contact email:** [contact@theiamexperience.shop](mailto:contact@theiamexperience.shop)

## INFORMATION ABOUT THIS APP

### Health Disclaimer

This App and our Services provide health and wellness-related information and content published over the Internet and are intended only to assist users in their individual fitness, wellness, and health journey. The I AM Experience is not a medical organization

and our team cannot give you medical advice or diagnosis. Information provided throughout the App does not prescribe, treat, diagnose, or take the place of your primary care team. All content is for advisement, education, guidance, and informational purposes only. Consult with your physician before and during implementation of the tips and information provided. Nothing contained in The I AM Experience's Website or App should be construed as medical advice or diagnosis. The information generated by our team through the App should not be interpreted as a substitute for physician consultation, evaluation, or treatment. You are urged and advised to seek the advice of a physician before beginning any healthcare and/or wellness-related regimen. This App is intended for use only by adult individuals able to make their own rational and logical decisions, and are not intended for use by minors, pregnant women, or individuals with any type of health condition, without initially informing their medical team of the information obtained through this App and developing a plan to implement the information. Any modifications made to the plan by your healthcare provider should be followed. Medical monitoring is especially important for people with a known medical condition. Such individuals are specifically warned to seek professional medical advice prior to initiating any regimen or information shared through this App.

#### Health notices

This App encourages a healthier, well, and more fit lifestyle. The I AM Experience prohibit subscription and membership to our App and programs within the App by individuals under age 18 years. This App and the information shared is designed for women from ages 18 to 65. It is recommended that you complete your own assessment after reviewing these Terms and Conditions, as well as the information presented on The I AM Experience's website and App to determine if it is safe for you to proceed with the information and programs offered through the App. It is also recommended that you discuss your health, wellness, and fitness goals with your healthcare provider before proceeding with implementing the provided information in the App.

Use of the App may incorporate automated text messages with announcements, updates, reminders, and alerts. Remember to follow the instructions of the automated text messages, such as "do not reply", or information on how to respond to the information shared.

Use of the App incorporates forums that will allow for open discussion, sharing of photos, and videos amongst members. Do not share private health information in the forums. The I AM Experience is not held responsible for any sharing of private and confidential health information that is done on your part. It is your responsibility to always maintain your health information privacy while interacting in the App. By using the App, you confirm that you understand these limitations.

"This App" refers to

- Apps for mobile, tablet, and other smart device systems;
- any Apps, sample and content files, source code, scripts, instruction sets, or software included as part of The I AM Experience App, as well as any related documentation;
- "The I AM Experience App", "I AM Energy Workout Mix", "I AM Exclusive Wellness Kits", "Wellness Empowerment Hub", "Wellness Kits Discussion Groups", "Health & Wellness Professionals Catalog", "Monthly Blogs".

## **WHAT THE USER SHOULD KNOW AT A GLANCE**

- Users have a right of withdrawal, also commonly called the right of cancellation at any time.
- This App uses automatic renewal for monthly membership. Information about the:
  - a) renewal period,
  - b) termination details, and
  - c) termination noticecan be found in the relevant section of these Terms.
- This App is only intended for Consumers.

## **TERMS OF USE**

Unless otherwise specified, the terms of use detailed in this section apply generally when using this App.

Single or additional conditions of use or access may apply in specific scenarios and in such cases are additionally indicated within this document.

By using this App, Users confirm to meet the following requirements:

- Users must qualify as Consumers by purchasing apparel and/or joining The I AM

Experience as a member by payment via the App;

- Users must be recognized as an adult by applicable law;
- Users aren't located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist-supporting country";
- Users aren't listed on any U.S. Government list of prohibited or restricted parties.

## **MEMBERSHIP REGISTRATION**

To use the App to shop, Users will not need to sign up as a member. To become a member, User will need to join through the App and sign up for monthly membership via payment and provide all required data or information in a complete and truthful manner.

Users are responsible for keeping their login credentials confidential and safe.

By registering, Users agree to be fully responsible for all activities that occur under their login credentials. Users are required to immediately inform the Owner via the contact details indicated in this document, if they think their personal information, including but not limited to User account, access credentials or personal data, have been violated, unduly disclosed, or stolen.

**Conditions for Membership Registration.** Registration of a User membership account on this App is subject to the conditions outlined below. By registering, Users agree to meet such conditions.

- Account registered by bots, or any other automated methods are not permitted.
- Unless otherwise specified, each User must register only one account.
- Unless explicitly permitted, a User account may not be shared with other persons.

## **MEMBERSHIP TERMINATION**

Users can terminate (cancel) their account and stop using the App at any time. User is to follow the cancellation guidelines indicated when User initially became a member.

## **MEMBERSHIP SUSPENSION AND DELETION**

The Owner reserves the right, at its sole discretion, to suspend or delete at any time and without notice, User memberships which it deems inappropriate, offensive, or in violation of these Terms.

The suspension or deletion of User membership shall not entitle Users to any claims for compensation, damages, or reimbursement.

The suspension or deletion of memberships due to causes attributable to the User does not exempt the User from paying any applicable fees or prices.

## **CONTENT ON THIS APP**

Unless where otherwise specified or clearly recognizable, all content available on this App is owned or provided by the Owner or its licensors.

The Owner undertakes its utmost effort to ensure that the content provided on this App infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result. In such cases, without prejudice to any legal prerogatives of Users to enforce their rights, Users are kindly asked to preferably report related complaints using the contact details provided in this document.

**Rights regarding content on this App - All rights reserved.** The Owner holds and reserves all intellectual property rights for any such content. Users may not therefore use such content in any way that is not necessary or implicit in the proper use of the App.

In particular, but without limitation, Users may not copy, download, share (beyond the limits set forth below), modify, translate, transform, publish, transmit, sell, sublicense, edit, transfer/assign to third parties, or create derivative works from the content available on this App, nor allow any third party to do so through the User or their device, even without the User's knowledge.

Where explicitly stated on this App, the User may download specific content available through this App for its sole personal and non-commercial use and provided that the copyright attributions and all the other attributions requested by the Owner are correctly implemented.

Any applicable statutory limitation or exception to copyright shall stay unaffected.

**Removal of Content from Parts of This App.** If the reported content is deemed unacceptable, it will be removed and the User who provided the content will be barred from using the App.

## **ACCESS TO EXTERNAL RESOURCES**

Through this App Users may have access to external resources provided by third parties. Users acknowledge and accept that the Owner has no control over such resources, other than what is requested from the third party to share with members on App's forums and review of their content when placed on the App; therefore, the Owner is not responsible for the third party's content and availability to User if User decides to proceed and sign up for third party's services beyond what is offered through the App.

Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

In particular, on this App Users may see or hear through video or audio advertisements provided by third parties. Other than what is requested from the third party to share with members on App's forums and review of their content when Owner places the third party's information on the App, the Owner does not control or moderate the advertisements displayed via this App whether through audio or video. If Users click on any such advertisement, promotion, or a link leading to the third party's information, they will be interacting with any third party responsible for that advertisement.

The Owner is not responsible for any matters resulting from such interaction with third parties, such as anything resulting from visiting third-party websites or using third-party content.

## **ACCEPTABLE USE**

This App and the Services offered through this App may only be used within the scope of what they are provided for, under these Terms and applicable law.

Users are solely responsible for making sure that their use of this App and/or the Service through this App violates no applicable law, regulations or third-party rights.

Therefore, the Owner reserves the right to take any appropriate measure to protect its legitimate interests including denying Users access to this App or the Services through this App, terminating contracts, reporting any misconduct performed through this App or the Services to the competent authorities - such as judicial or administrative authorities - whenever Users engage or are suspected to engage in any of the following activities:

- violate laws, regulations and/or these Terms;
- infringe any third-party rights;
- considerably impair the Owner's legitimate interests;
- offend the Owner or any third party.

## **TERMS AND CONDITIONS OF SALE**

### **PAID PRODUCT AND/OR SERVICE/PROGRAMS**

Some of the Product and/or Service/Programs provided on this App, as part of the Service, are provided on the basis of payment.

The fees, duration, and conditions applicable to the purchase of such Product and/or Service/Programs are described below and in the dedicated sections of this App.

### **PRODUCT AND/OR SERVICE / PROGRAMS DESCRIPTION**

Prices, descriptions, or availability of Product and/or Service/Programs through Membership are outlined in the respective sections of this App and are subject to change without notice.

While Product and/or Service/Programs on this App are presented with the greatest accuracy technically possible, representation on this App through any means (including, as the case may be, graphic material, images, colors, sounds, videos, audio, content) is for reference only and implies no warranty.

The characteristics of the chosen Product and/or Service/Programs will be outlined during the purchasing process.

### **PURCHASING PROCESS**

Any steps taken from choosing a Product and/or Membership to order submission is part of the purchasing process.

The purchasing process includes these steps:

- Users must choose the desired Product and/or sign up as a Member and verify their purchase selection.
- After having reviewed the information displayed in the purchase selection, Users may place the order by submitting it.

User is to carefully review order details before submitting order to ensure proper shipment of product(s).

All notifications related to the described purchasing process shall be sent to the email address provided by the User for such purposes.

## **PRICES**

Users are informed during the purchasing process and before order submission about any fees, taxes, and costs (including, if any, delivery costs) that they will be charged.

Prices on this App are displayed:

- Either exclusive or inclusive of any applicable fees, taxes, and costs, depending on the section the User is browsing.

## **METHODS OF PAYMENT**

Information related to accepted payment methods are made available during the purchasing process. Some payment methods may only be available subject to additional conditions or fees. In such cases, related information can be found in the dedicated section of this App.

All payments are independently processed through third-party services. Therefore, this App does not collect any payment information, such as credit card details, but only receives a notification once the payment has been successfully completed.

If payment through the available methods fail or is refused by the payment service provider, the Owner shall be under no obligation to fulfil the purchase order. Any possible costs or fees resulting from the failed or refused payment shall be borne by the



User.

## **PURCHASE VIA APP STORE**

This App or specific Product and/or Service/Programs (Membership) available for sale on this App must be purchased via a third-party app store. To access such purchases, Users must follow the instructions provided on the relevant online store (such as "Apple App Store" or "Google Play"), which may vary depending on the particular device in use.

Unless otherwise specified, purchases done via third-party online stores are also subject to such third-parties' terms and conditions, which, in case of any inconsistency or conflict, shall always prevail upon these Terms.

Users purchasing through such third-party online stores must therefore read such terms and conditions of sale carefully and accept them.

## **RETENTION OF PRODUCT AND/OR MEMBERSHIP OWNERSHIP**

Until payment of the total purchase price is received by the Owner, any Product and/or Membership ordered shall not become the User's property.

## **RETENTION OF USAGE RIGHTS**

Users do not acquire any rights to use the purchased Product and/or Services/Programs via Membership until the total purchase price is received by the Owner.

## **DELIVERY**

### **Delivery of digital content**

Unless otherwise stated, digital content purchased on this App via Membership is delivered via download on the device(s) chosen by Users.

Users acknowledge and accept that in order to download and/or use the Product and/or Service/Programs available in this App, the intended device(s) and its respective

software (including operating systems) must be legal, commonly used, up-to-date, and consistent with current market-standards.

Users acknowledge and accept that the ability to download the purchased Product and/or Service/Programs may be limited in time and space.

## **SHIPPING POLICY**

User is to allow up to 3-4 weeks for the delivery of Product(s) (apparel). These estimated transit times include the creation and processing of the Product(s), along with the given time provided by mail carrier; however, these times are not guaranteed. Orders typically arrive before or as scheduled.

Owner is not responsible or held liable for shipping deliveries and delays due to customs or transfers from international manufacturer to the local carriers in your country; as well as delays once User's package leaves the courier.

When placing order, User is to carefully review order details before submitting order to ensure proper shipment of product(s).

## **RETURN POLICY**

All sales are final. No exchanges or returns. Contact Owner at using the contact details provided in this document if you have concerns within 7 days of receiving your Product(s).

## **CONTRACT DURATION**

### **Memberships**

Memberships allow Users to receive a Services / Programs continuously or regularly over a determined period of time (until cancellation by User).

Paid Membership begin on the day the payment is received by the Owner.

In order to maintain Memberships, Users must pay the required recurring monthly fee in a timely manner. Failure to do so may cause service interruptions.

### **Subscriptions / Memberships handled via Apple ID**

Users may have the option to subscribe or become a Member to access

Service/Programs via the App using the Apple ID associated with their Apple App Store account by using the relevant process on this App. When doing so, Users acknowledge and accept that:

- any payment due shall be charged to their Apple ID account;
- Memberships are automatically renewed for the same duration unless the User cancels at least 24 hours before the current period expires;
- Any and all fees or payments due for renewal will be charged within 24-hours before the end of the current period;
- Memberships can be managed or cancelled in the Users' Apple App Store account settings.

The above shall prevail upon any conflicting or diverging provision of these Terms.

### **Automatic renewal**

Memberships are automatically renewed through the payment method that the User chose during purchase, unless the User cancels the Membership within the deadlines for termination specified in the relevant section of these Terms and/or this App.

The renewed subscription will last for a period equal to the original term.

### **Termination**

Recurring Memberships may be terminated at any time through the Members on The IAM Experience's website – [www.theiamexperience.shop](http://www.theiamexperience.shop). Users will need to follow the below steps to cancel:

1. Log in to the site.
2. Click your member profile at the top of the site.
3. Click **My Subscriptions** in the drop-down menu.
4. Click the More Actions arrow next to your plan.
5. Click **Cancel Subscription**.
6. Click **Yes, Cancel** to confirm.

Users have access to Membership benefits until the last day of the month termination occurred.

## **USER RIGHTS**

## **RIGHT OF WITHDRAWAL**

Unless exceptions apply, the User may be eligible to withdraw from the contract via no longer utilizing this App by removing from device, uninstalling, terminating membership, or no longer choosing to interact with the App within for any reason and without justification. Users can learn more about the withdrawal conditions within this section.

### **Who the right of withdrawal applies to**

Unless any applicable exception is mentioned below, Users are granted a cancellation right to withdraw from contracts entered into online (distance contracts) within the specified period applicable to their case, for any reason and without justification.

### **Exercising the right of withdrawal**

To exercise their right of withdrawal, Users must no longer utilize or interact with any portion of this App, including, but not limited to, removing from device, uninstalling, terminating membership.

## **RIGHT OF REINSTATEMENT**

Unless exceptions apply, the User may be eligible to reinstate the App and/or reinstate as a Member of the App. To reinstate this App, User will need to reinstall or download the App to their electronic device and proceed with the steps as indicated in this App, if applicable. To regain Membership status, User will need to follow the steps in the App as indicated.

## **LIABILITY AND INDEMNIFICATION**

### **Indemnification**

The User agrees to indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers, representatives, providers, team, and employees harmless from and against any claim or demand — including but not limited to lawyer's fees and costs — made by any third party due to or in relation with any culpable use of or connection to Products, and Services / Programs' violation of these Terms, infringement of any third-party rights or statutory provision by the User or its affiliates, officers, directors, agents, co-branders, partners, suppliers, representatives, providers, team, and employees to the extent allowed by applicable

law.

The User agrees to defend, indemnify, and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers, representatives, providers, team, and employees harmless from and against any and all claims or demands, damages, obligations, losses, liabilities, costs or debt, and expenses, including, but not limited to, legal fees and expenses, arising from:

- User's use of and access to the Services / Programs, including any data or content transmitted or received by User;
- User's violation of these terms, including, but not limited to, User's breach of any of the representations and warranties set forth in these terms;
- User's violation of any third-party rights, including, but not limited to, any right of privacy or intellectual property rights;
- User's violation of any statutory law, rule, or regulation;
- any content that is submitted from User's account, including third-party access with User's unique username, password or other security measure, if applicable, including, but not limited to, misleading, false, or inaccurate information;
- User's willful misconduct; or
- Statutory provision by User or its affiliates, officers, directors, agents, co-branders, partners, suppliers, representatives, providers, team, and employees to the extent allowed by applicable law.

## **Limitation of liability**

Unless otherwise explicitly stated and without prejudice to applicable statutory Product and/or Service/Programs liability provisions, Users shall have no right to claim damages against the Owner (or any natural or legal person acting on its behalf).

This does not apply to damages resulting from the breach of an essential contractual obligation such as any obligation strictly necessary to achieve the purpose of the contract, and/or damages resulting from intent or gross negligence, as long as this App has been appropriately and correctly used by the User.

Unless damages have been caused by way of intent or gross negligence, the Owner shall only be liable to the extent of typical and foreseeable damages at the moment the contract was entered into.

To the maximum extent permitted by applicable law, in no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers,

representatives, providers, team, and employees be liable for:

- any indirect, punitive, incidental, special, consequential or exemplary damages, including, without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Services / Programs; and any damage, loss or injury resulting from hacking, tampering, or other unauthorized access or use of the Services / Programs or User account or the information contained therein;
- any errors, mistakes, or inaccuracies of content;
- personal injury or property damage, of any nature whatsoever, resulting from User access to or use of the Services / Programs;
- any unauthorized access to or use of the Owner's secure servers and/or any and all personal information stored therein;
- any interruption or cessation of transmission to or from the Services / Programs;
- any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Services / Programs;
- any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Services / Programs; and/or
- the defamatory, offensive, or illegal conduct of any User or third party.

In no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers, representatives, providers, team, and employees be liable for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount paid by User to the Owner hereunder in the preceding 12 months, or the period of duration of this agreement between the Owner and User, whichever is shorter.

This limitation of liability section shall apply to the fullest extent permitted by law in the applicable jurisdiction whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if company has been advised of the possibility of such damage.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore the above limitations or exclusions may not apply to User. The terms give User specific legal rights, and User may also have other rights which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under the terms shall not apply to the extent prohibited by applicable law.

## **Disclaimer of Warranties**

This App is provided strictly on an "as is" and "as available" basis. Use of the Products and/or Services / Programs is at Users' own risk. To the maximum extent permitted by applicable law, the Owner expressly disclaims all conditions, representations, and warranties - whether express, implied, statutory or otherwise, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. No advice or information, whether oral or written, obtained by User from Owner or through the Services / Programs will create any warranty not expressly stated herein.

Without limiting the foregoing, the Owner, its subsidiaries, affiliates, licensors, officers, directors, agents, co-branders, partners, suppliers, representatives, providers, team and employees do not warrant that the content is accurate, reliable or correct; that the Services / Programs will meet Users' requirements; that the Services / Programs will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Services / Programs is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Services / Programs is downloaded at Users own risk and Users shall be solely responsible for any damage to Users' computer system or mobile device or loss of data that results from such download or Users' use of the Services / Programs.

The Owner does not warrant, endorse, guarantee, or assume responsibility for any Product and/or Service/Programs advertised or offered by a third-party through the Services / Programs via the App or any hyperlinked website or service; and the Owner shall not be a party to or in any way monitor any transaction between Users and third-party providers of Product and/or Services / Programs.

The Services / Programs may become inaccessible, or it may not function properly with Users' web browser, mobile device, and/or operating system. The owner cannot be held liable for any perceived or actual damages arising from Services / Programs content, operation, or use of this App.

Federal law, some states, and other jurisdictions, do not allow the exclusion and limitations of certain implied warranties. The above exclusions may not apply to all Users. This Agreement gives Users specific legal rights, and Users may also have other rights which vary from state to state. The disclaimers and exclusions under this agreement shall not apply to the extent prohibited by applicable law.

## **COMMON PROVISIONS**

### **NO WAIVER**

The Owner's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

## **SERVICE INTERRUPTION**

To ensure the best possible service level, the Owner reserves the right to interrupt the Service for maintenance, system updates or any other changes, informing the Users appropriately.

Within the limits of law, the Owner may also decide to suspend or terminate the Services / Programs altogether. If the Services / Programs are terminated, the Owner will cooperate with Users to enable them to withdraw Personal Data or information in accordance with applicable law.

Additionally, the Services / Programs might not be available due to reasons outside the Owner's reasonable control, such as "force majeure" (e.g. labor actions, infrastructural breakdowns or blackouts, etc.).

## **SERVICE RESELLING**

Users may not reproduce, duplicate, copy, sell, resell or exploit any portion of this App and of its Services / Programs without the Owner's express prior written permission, granted either directly or through a legitimate reselling program.

## **PRIVACY POLICY**

To learn more about the use of their Personal Data, Users may refer to the privacy policy of this App.

## **INTELLECTUAL PROPERTY RIGHTS**

Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights, and design rights related to this App are the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.



All trademarks — nominal or figurative — and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with this App are, and remain, the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties related to intellectual property.

## **CHANGES TO THESE TERMS**

The Owner reserves the right to amend or otherwise modify these Terms at any time. In such cases, the Owner will appropriately inform the User of these changes .

Such changes will only affect the relationship with the User for the future.

The continued use of the Services / Programs will signify the User's acceptance of the revised Terms. If Users do not wish to be bound by the changes, they must stop using the Services / Programs. Failure to accept the revised Terms, may entitle either party to terminate the Agreement.

The applicable previous version will govern the relationship prior to the User's acceptance.

If required by applicable law, the Owner will specify the date by which the modified Terms will enter into force.

## **ASSIGNMENT OF CONTRACT**

The Owner reserves the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these Terms, taking the User's legitimate interests into account. Provisions regarding changes of these Terms will apply accordingly.

Users may not assign or transfer their rights or obligations under these Terms in any way, without the written permission of the Owner.

## **CONTACTS**

All communications relating to the use of this App must be sent using the contact information stated in this document.

## **SEVERABILITY**

Should any provision of these Terms be deemed or become invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

Any such invalid or unenforceable provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent. These Terms constitute the entire Agreement between Users and the Owner with respect to the subject matter hereof, and supersede all other communications, including but not limited to all prior agreements, between the parties with respect to such subject matter. These Terms will be enforced to the fullest extent permitted by law.

## **GOVERNING LAW**

These Terms are governed by the law of the place where the Owner is based, as disclosed in the relevant section of this document, without regard to conflict of laws principles.

## **VENUE OF JURISDICTION**

The exclusive competence to decide on any controversy resulting from or connected to these Terms lies with the courts of the place where the Owner is based, as displayed in the relevant section of this document.

Each party specifically waives any right to trial by jury in any court in connection with any action or litigation. Any claims under these terms shall proceed individually and no party shall join in a class action or other proceeding with or on behalf of others.

## **SURVIVING PROVISIONS**

This Agreement shall continue in effect until it is terminated by either this App, the Owner, or the User. Upon termination, the provisions contained in these Terms that by their context are intended to survive termination or expiration will survive, including but not limited to the following:

- the User's grant of licenses under these Terms shall survive indefinitely;

- the User's indemnification obligations shall survive for a period of ten years from the date of termination;
- the disclaimer of warranties and representations, and the stipulations under the section containing indemnity and limitation of liability provisions, shall survive indefinitely.

## **DEFINITIONS AND LEGAL REFERENCES**

### **This App (or this App)**

The property that enables the provision of Products and/or the Services / Programs.

### **Agreement**

Any legally binding or contractual relationship between the Owner and the User, governed by these Terms.

### **Owner (or We)**

Indicates the natural person(s) or legal entity that provides this App and/or the Services / Programs to Users.

### **Product and/or Service(s) / Programs**

A good or service available for purchase through this App, such as, apparel, digital files, software, etc.

The sale of Product and/or Services/Programs are part of the App's offerings.

### **Service(s) / Products**

The services and/or programs provided by this App as described in these Terms and on this App.

### **Terms**

All provisions applicable to the use of this App and/or Products and the Services / Programs provided as described in this document, including any other related documents or agreements, and as updated from time to time.

### **User (or You or Your)**

Indicates any natural person or legal entity using this App.

## **Consumer**

Any User qualifying as a natural person who accesses goods or services / programs for personal use, or more generally, acts for purposes outside their trade, business, craft or profession.

Latest update: June 16, 2022