

Booti-Q Creator Agreement

This Booti-Q Creator Agreement (“Agreement”) consists of:

- These Standard Terms and Conditions for the Booti-Q (“Booti-Q”) Creator Program (“Terms and Conditions”) and
- All Booti-Q Creator Program polices and guidelines for Booti-Q Creators, (together, the “Booti-Q Creator Policies”), which are incorporated by reference herein.

Any individual or entity (“**Who you are, legally. Who we are, legally.**”) who uses the Booti-Q Site or any related services (“Products”) through the Booti-Q Site or any related services (including, fulfillment, or other services related to the Booti-Q Site provided by or for Shameless Grounds, LLC dba Booti-Q (“SG”, “us”, or “we”) (“Booti-Q Services”), or use any platform, portal, web service, application, interface, or other tool provided by or for SG in connection with the Booti-Q Site (“Booti-Q Tools”), must accept the terms of this Agreement without change.

“Booti-Q” means the business entity Shameless Grounds, LLC dba Booti-Q (“SG”).

By your signature on this document, or by offering any Products for sale on the Booti-Q Site, using any of the Booti-Q Services, or using any of the Booti-Q Tools, you agree to be bound by all terms and conditions of this Agreement. **If you sign this or if you use any Booti-Q stuff, you accept this agreement.** (Policies) may be updated through electronic communications from us (a) via email at the email address you provided at signup and (b) via text/call at the phone number you provided at sign up.

This Agreement contains an arbitration provision and waiver of significant legal rights. Please read this Agreement carefully.

We may change these Terms and Conditions or the Booti-Q Creator Policies at any time in our sole discretion. The changes will be effective upon posting of such updates on the “Partner Portal,” which is the primary web-based interface for Booti-Q Creators. **We may change this agreement. If we do, you have to agree to the new stuff if you want to keep using Booti-Q.** offering such updates, including updates to the Booti-Q Tools constitutes your acceptance or such changes. If you do not agree to any posted changes, do not continue to use the Booti-Q Shop, the Booti-Q Services, or the Booti-Q Tools.

Use of the Booti-Q Site is limited to those parties who can enter into and form contracts under applicable Law. If you are an individual, you must be at least 18 years of age to be a Booti-Q Creator. Children under 18 years are not permitted to use the Booti-Q Site. **You have to be 18 or older and play by the rules if you want to use Booti-Q** by providing accurate contact information, including your email address and any other information we request. If you register as a business entity, you represent that you are authorized to bind the business to the terms of this Agreement.

1. SG’s Role

SG or its affiliates, through the Booti-Q Program, provides the Booti-Q Site, Booti-Q Tools, and Booti-Q Services to enable Booti-Q Creators to sell their Products. **We run a website to make it easy for people to buy your stuff, and you're cool with us running that website the way we want/need to.** All Products you sell through the Booti-Q Site are sold through the Booti-Q Shop. SG is not a party to the contract between you and the customer. **The customers are buying the stuff from you, not us.** SG is not a party to the contract with the customer. SG is not a party to the contract with the customer. SG is not a party to the contract with the customer.

2. General Product Policy

- a) Product Guidelines. The Terms and Conditions describe certain general obligations regarding Products. **You'll sell only stuff that's legal and not sketchy**
You'll only sell it in the US
That stuff's gotta be at least partially made by you.

regulatory principles), including Laws related to marketing, packaging, product testing, labeling, pricing and packaging, in connection with this Agreement; your use of the Booti-Q Site, the Booti-Q Services, and the Booti-Q Tools;

- c) U.S. Sales Only. Sales made on the Booti-Q Site will be limited to the U.S. only. You may not offer to sell or sell Products on the Booti-Q Site to customers outside of the U.S., or ship any such Products outside of the U.S. without prior written approval from us. You represent and warrant that your principal place of business is in the United States and you will not conduct any operations relating to this Agreement from outside the United States.
- d) Legal Right to Sell. You may sell a Product through the Booti-Q Creator Program only if you have a legal right to sell that Product. You may not (and you represent and warrant that you will not) list any Product or Booti-Q Creator Product Content (as defined below) on the Booti-Q Site or through the Booti-Q Program that is illegal, fraudulent, or infringes any third-party "Intellectual Property Rights" (meaning any patent, copyright, trademark, service mark, trade dress (including any proprietary "look and feel"), trade name, logo, moral right, trade secret and any other intellectual property right), or that you otherwise do not have the right to sell. All information you provide about the Product will be accurate, current, and complete and not misleading, deceptive, or fraudulent in any way.
- e) Prohibited Listings. We, in our sole discretion, may prohibit you or ask you to refrain from listing any Products or providing any Booti-Q Creator Product Content. In addition, we may remove your listings in response to notices of alleged copyright infringement, trademark misappropriation, or other intellectual property claims or for any other reason, at our sole discretion.
- f) Other Booti-Q Site Requirements. You are also required to comply with each of the following requirements:
 - You will provide only honest, accurate information to us, on the Booti-Q Site and in your store, for both Product listings and in all information about yourself.
 - You will not create duplicate stores or otherwise try to manipulate the Booti-Q Site, including attempts to influence the search function, or circumvent our policies.
 - You will not engage in activities with the intent of avoiding paying commission on your sales via Booti-Q, including but not limited to making offers to buy or sell outside of Booti-Q, providing links that can be used to buy outside of Booti-Q, changing a product's price after the sale, or misrepresenting an item's location.
 - You will not intentionally interfere with another Creator's store in an attempt to drive business away from them. Examples of prohibited interference include but are not limited to: (A) contacting a Customer to discourage them from using another Creator or store, or buying a particular item; (B) posting in any public area regarding a dispute with another Creator; or (C) purchasing from another Creator solely to leave a negative review.

3. Product Content and Trademarks

You will provide certain product information and any related media, materials, links, images, and other content (together, the "Booti-Q Creator Product Content") as required by us in connection with this Agreement. You represent and warrant that all Booti-Q Creator Product Content you provide is truthful and accurate and is in compliance with all Booti-Q Creator Policies.

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We don't own the rights to any of your stuff. But you'll let us use your pictures and share links to your stuff so we can spread the word about you, and about Booti-Q. You're cool with people sharing "look at this cool thing" links and photos of your stuff online, as long as they aren't passing it off as their own or stealing your stuff for their own purposes.

**If you give us an idea on how to make Booti-Q better,
we don't owe you money for that.**

through the Booti-Q Site, third party websites, e-mail, social media or any other medium), we and our affiliates may permit Customers, other users of the Booti-Q Site, and other third parties to share and post Booti-Q Creator Product Content on their websites, applications, and social media outlets. You agree you will not have any claims against us regarding rights of publicity, reputation, attribution or integrity for using your Booti-Q Creator Marks or the content described above. You also recognize our legitimate interest in using it, in accordance with the scope of this license. We do not claim any ownership rights to anything you post on the Booti-Q Site other than the license you have granted to us.

If you provide us any ideas regarding improvements to our products or services, or regarding the features or functionality of the Booti-Q Site, those ideas will be owned by us to be used as we see fit. We will not be obligated to compensate you for any feedback, suggestions, or ideas.

4. Required Product Information

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You have to give us us enough info about your stuff to make it look nice online, and so that potential customers get a good idea of what they are buying.

5. Fees; Affiliate Commission; Payment

You are responsible for all of your expenses in connection with this Agreement. To use Booti-Q, you must provide us with valid bank account information for a bank account acceptable to us. You will update the information you provide to use as necessary to ensure that it at all times remains accurate, complete, and valid. You authorize us (and will provide us documentation evidencing your authorization upon our request) to verify your information.

**We take a cut of your sales.
It's 10% of what you make, plus 30 cents per order.**

**If we have to send a refund for something of yours,
we're gonna take that money back from you.**

We'll send you your money on the 1st and the 15th of every month.

**If you screw up and we have to refund a bunch of your stuff, we're gonna get
that money back from you one way or another.**

If you screw up continually, we're gonna cut ties and send you packing.

may result in customer disputes, chargebacks or other claims, then we may, in our sole discretion, delay initiating any remittances and withhold any payments to be made or that are otherwise due to you under this Agreement for so long as we determine such risks continue. As a security measure, we may, but are not required to, impose transaction limits on you or some or all customers relating to the value of any transaction or disbursement, the cumulative value of all transactions or disbursements during a period of time, or the number of transactions per day or other period of time.

- f) In the event you owe us any amount, we may reduce your earnings balance until such amount is collected in full. If the full amount is not available in your balance, we may then send you an invoice for such amount, and if that amount is not paid within thirty (30) days we may take all appropriate legal action, including without limitation sending the amount to collections. You will be responsible for any costs we may incur as part of the collections process. The failure to timely pay us amounts due may result in us suspending or terminating your account, in our sole discretion.

6. Purchase/Order Processing, Fulfillment, and Shipping

- a) Order Process. Customers will place orders (the "Orders") using our checkout system and we will collect all proceeds from such transactions on your behalf. You hereby authorize us as your authorized agent to accept payment from Customers for remittance to you for the Products, and as such when a Customer

**We'll let you know when someone buys your stuff.
It's your job to pack it up and ship it out, and do a good job of it.**

necessary to fulfil each Order, which may include personal information about the Customer (the "Transaction Information"). We will send an automated email message to each Customer confirming receipt of an Order.

- b) Order Fulfillment. Once we have transmitted an Order for a finished good to you, you will, at your own expense, be solely responsible for, and bear all liability for, the fulfillment of the Order, including without limitation, packaging and shipping Products. You will process the order and ship it to the buyer directly in accordance with applicable Law (including, without limitation, the Federal Trade Commission ("FTC") "Mail or Telephone Order Merchandise Rule"), as well as in compliance with all applicable terms and conditions pursuant to the carrier's terms of service and all agreements between you and the carrier. You

will include information requested by us, including the Order number, in any cancellation notice sent to us.

c) Shipping Options. You are responsible for properly specifying shipping options for all finished goods.

It's your job to let folks know how you're going to ship their stuff, by telling them in your product description.

If you ship it and it doesn't arrive, or arrives broken, that's on you.

If you ship it, but our records show it hasn't been shipped, or vice versa... you gotta let us know, so we can figure out what the hell is going on.

**If somebody scams us with a fake credit card, that's on us, and you still get paid.
If somebody scams you by doing a chargeback on their card, that's on you, and we'll take that chargeback out of your payments.**

status pursuant to this Agreement. If we do not receive either (i) notice of a discrepancy, or (ii) a shipment confirmation notice from you within a reasonable period of time following placement of the Order, the Order may be automatically canceled by us and you will be solely liable and responsible for all Product costs and shipping costs associated with such canceled Order and you forfeit any claims for any payments of Commission Fee otherwise payable under this Agreement related to such canceled Orders.

f) Risk of Fraud or Loss. Please note that, though we will bear the risk of credit card fraud occurring in connection with an Order, you will bear all other risk of fraud or loss, including without limitation, related to damaged Products or missed shipments, and all costs related thereto. For all credit card chargebacks for which you bear the risk, we will offset such chargeback amounts against amounts otherwise owed you or send you an invoice and you will pay such invoice within 30 days of receipt. However, notwithstanding the foregoing, we will not bear the risk of credit card fraud in connection with any Product that is not shipped by you to the shipping address specified in the Transaction Information provided by us, and you will be responsible for all costs related to such credit card fraud under these circumstances.

7. Cancellations, Returns, Refunds, and Recalls

a) Cancellations. You are responsible for halting product shipment on any orders canceled prior to shipping. Booti-Q will not be held responsible for the cost of products shipped after notice of cancellation has been transmitted to the Creator.

Orders can be canceled before they are shipped. If we tell you that an order is canceled, and you ship it anyway by accident, you won't get paid for it.

If they ask us to, we WILL refund customers for anything that doesn't arrive in reasonable time, arrives broken, or if it isn't what they ordered. We'll confirm that they aren't scamming us before we do that. Then we'll take the money back from you.

If you want the customer to send the broken/wrong product back to you, you have to let us know, otherwise we'll let them keep it.

If a recall affects one of your products, you gotta let us know, and you gotta give refunds to anybody that bought that product if they ask.

You can issue a recall for your own stuff if you need to.

will send a full refund to any customer having purchased a recall-affected product, upon their request,

with such refund deducted from your Earning Balance as provided for in this agreement. If we become aware of a recall applicable to any of your Products, we may (but will not be obligated to) notify you of such recall.

8. Customer Service

- a) Obligations. It is our intention to handle the majority of customer service issues without requiring you assistance. We will attempt to resolve all service issues in concert with the customer so that you do not have to. This may not be possible in some situations. Should we require your assistance, or should the

**We try to handle the customer service stuff so that you don't have to.
But if a customer demands to talk to you, we will let them.**

**If we ask for your help in serving the customer, or the customer asks for your help,
then you gotta help, and you gotta be professional about it.**

**If we're both talking to a customer, we gotta get on the same page and make sure
we're not telling the customer conflicting information.**

**If we think the customer has gotten a raw deal, we can give them a discount,
or a refund, or something like that, and we can take that out of your money.**

determine has not been dealt with correctly, and offset such amounts against amounts otherwise owed you or by billing you for such amounts.

9. Ownership and Use Rights

- a) Ownership of Booti-Q. SG, its affiliates, and their service providers and licensors retain all right, title and interest (including all Intellectual Property Rights) in and to (i) Booti-Q, the Booti-Q Site, the Booti-Q Tools, and the Booti-Q Services, (ii) all data received from you in connection with the foregoing, and (iii) any of their confidential or proprietary information. Except for a limited right for you to access the Booti-Q

**We own the website and the transaction information on sales.
So we're on the hook to protect the customers info and the transaction info
under the Privacy laws.**

**Even though you don't own the info, because you're a creator, you get to SEE some of the
transaction details and behind-the-scenes info. Whatever customer or transaction info
that you see, even though you don't own it, it's also your job to protect it
under Privacy laws.**

Transaction Information to any third party (except as necessary for you to perform your obligations under the Agreement). You will be responsible for any violations of privacy related to Transaction Information caused by your failure to comply with this Agreement, or with the Data Protection Laws. You shall not "sell" or "share" Transaction Information, as defined under the Data Protection Laws, or use Transaction Information outside of the direct business relationship between us and you. For the purposes of this Agreement "Data Protection Laws" means any applicable laws, rules, or regulations relating to data security, data protection, and/or privacy, including any other similar, equivalent, successor, supplemental, or replacement laws or regulations, as amended from time to time.

10. Termination or Suspension; Survival

We may immediately terminate or suspend your participation in Booti-Q, your access to Booti-Q Services or

If you break the rules we can kick you off the site, and you can't legally blame us.

**We may have to suspend your sales, or screw up your store for a little while to do
site maintenance, or for some weird or unusual reason.**

If we gotta, we gotta, and you can't blame us.

expiration or termination of this Agreement for any reason. Termination of your store, by you or by us, will not eliminate your obligation to pay us any outstanding amounts due.

11. General Release, Arbitration and Indemnification

- a) General Release. SG and its affiliates and shipping carriers are not parties to any transactions through the Booti-Q Program between you and any Customers or the manufacturers or distributors of the Products. You hereby release (and agree to release) SG and its affiliates and shipping carriers (and their respective employees, shareholders, directors, agents and representatives) from any and all claims, costs,

In paragraphs 11-14, a lot of stuff is going on. Basically:

11) If things go south between us, you agree to go to arbitration before you can sue us in Court. If somebody sues YOU, you agree to not to throw us, or anybody else under the bus for anything we didn't have an active role in.

12) If things go south between us, and we end up in court, you can only sue us to get back the money you actually paid to us, which is the commission fees that you paid.

13) We're gonna try to keep Booti-Q up and running perfectly 24/7/365 forever. But we're not promising that changes, glitches and downtime issues that might affect you won't ever happen.

14)

- We don't have any side deals or special exceptions. This is our only agreement.

- If somebody that is legally authorized to work with you screws up, it's like you screwed up. Same goes on our side.

- We're each our own business, and we're doing business with each other, but we're not partners or a joint venture. We own no part of you, and you own no part of us.

- Missouri laws are the laws to be used in interpreting our agreement.

- You can't give your Booti-Q Creator account to somebody else and let them take over where you left off. But if we sell Booti-Q, the new owners can take over where we left off.

- You won't talk smack about us, and we won't talk smack about you

- We won't tell anybody your secrets, and you won't tell anybody ours.

- If something in this agreement is thrown out, it doesn't mean the rest of the agreement is bad.

-If we try and be nice and let you slide on breaking some rule, it doesn't mean we have to always let you slide. And the same goes for you if you let us slide on something.

or enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction. Regardless of what the applicable AAA Rules provide, you and we agree that discovery in any arbitration will be limited to no more than three (3) depositions and five (5) requests for documents or interrogatories. The arbitrator may direct additional discovery only upon a clear and convincing showing of compelling need. You and we agree that the arbitrator(s) should decide the matter without a testimonial hearing if the material facts are undisputed. Either party may appeal an arbitration award to any court of proper jurisdiction only if the amount, or value of injunctive relief, in dispute exceeds \$25,000. Appeals may result in reversal or modification of an award based on errors of law or factual findings that lack substantial evidentiary basis.

- CLASS ACTION WAIVER. You and we each agree that any proceeding, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. If a court or arbitrator determines in an action between you and us that this class action waiver is unenforceable, this Arbitration Section will be void as to you.
 - JURY TRIAL WAIVER. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.
- d) Indemnity. You will defend (at SG's or the applicable shipping carrier's option), indemnify and hold SG and the applicable shipping carrier and each of their affiliates (and all of their respective employees, shareholders, directors, agents and representatives) harmless from and against any and all claims, costs, losses, damages (including any indirect, special incidental, or consequential damages), judgments, fines, penalties, interest, costs, and expenses (including reasonable attorneys' fees and costs of any investigation, defense, and settlement) that arise out of or relate to: (i) any breach (or alleged acts or omissions that if true would be a breach) of any of your representations, warranties, or obligations set forth in this Agreement; or (ii) the Booti-Q Site or other sales channels, the Products, any Booti-Q Creator Product Content, the advertisement, offer, sale or return of any Products, any actual or alleged infringement of any Intellectual Property Rights by you, the Products, or any Booti-Q Creator Product Content, or any taxes owed by you, or the collection, payment or failure to collect or pay such taxes. You will provide all cooperation, documentation, and information reasonably requested by us or the applicable shipping carrier in connection with any Claim. We or the shipping carrier will have the right to control all defense and settlement of Claims.
- e) Claims. "Claim" means any action, allegation, claim, demand, lawsuit, legal proceeding, administrative or other proceedings or litigation, inquiry, audit, or investigation.

12. Limitation of Liability

- a) No Consequential Damages. IN NO EVENT SHALL SG OR ITS AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (A) LOST PROFITS, LOST REVENUE, LOSS OF BUSINESS OR LOSS OF DATA, (B) EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR THE LIKE, OR (C) FOR COST OF COVER, RECOVERY OR RECOUPMENT OF ANY INVESTMENT, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER SG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b) Monetary Cap. IN NO EVENT SHALL SG OR ITS AFFILIATES' AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY CLAIMS, COSTS, LOSSES, DAMAGES (INCLUDING ANY INDIRECT, SPECIAL INCIDENTAL, OR CONSEQUENTIAL DAMAGES), JUDGMENTS, FINES, PENALTIES, PENALTIES, INTEREST, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF ANY INVESTIGATION, DEFENSE, AND SETTLEMENT) FOR ANY REASON WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, EXCEED THE TOTAL COMMISSION FEES PAID BY YOU TO SG PURSUANT TO THIS AGREEMENT DURING THE SIX MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. THE LIMITATIONS OF LIABILITY REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES.
- c) Survival of Limitations. THE LIMITATIONS SPECIFIED IN THIS SECTION 13 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

13. No Warranties

THE BOOTI-Q PROGRAM, THE BOOTI-Q SITE, THE BOOTI-Q SERVICES, AND THE BOOTI-Q TOOLS ARE PROVIDED ON AN "AS IS" BASIS. NEITHER SG NOR ITS AFFILIATES MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION: (a) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT; (b) THAT THE BOOTI-Q PROGRAM, THE BOOTI-Q SITES, THE BOOTI-Q SERVICES, OR THE BOOTI-Q TOOLS WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OR OPERATE WITHOUT ERROR; AND (c) ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. TO THE FULL EXTENT PERMISSIBLE UNDER APPLICABLE LAW, SG AND ITS AFFILIATES DISCLAIM ANY AND ALL SUCH WARRANTIES.

14. Miscellaneous

- a) Integrated Agreement. This Agreement, as well as any additional policies which are later added, which are incorporated by reference into this Agreement, constitutes the complete integrated agreement

between the Parties concerning the subject matter of this Agreement. All prior and contemporaneous agreements, understandings, negotiations or representations, whether oral or in writing, relating to the subject matter of this Agreement are superseded in their entirety by this Agreement. To the extent you are already a party to an agreement with us regarding your participation as a Booti-Q Creator in the Booti-Q Program, the terms and conditions of that agreement are hereby terminated and replaced in their entirety with the terms and conditions of this Agreement but you will continue to comply with all your surviving obligations under that agreement.

- b) Responsibility for Affiliates and Agents. You will be responsible for any actions taken by your affiliates, agents, or other third parties on your behalf in connection with this Agreement.
- c) Independent Contractors. You and SG are acting hereunder as independent contractors. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.
- d) Governing Law. This Agreement is governed by and will be construed in accordance with the laws of the State of Missouri without regard to its principles of conflicts of law. For any dispute not subject to arbitration or which cannot be heard in small claims court, you agree to exclusive jurisdiction of the federal and state courts located in Saint Louis City, Missouri, and waive any jurisdictional, venue or inconvenient forum objections to such courts.
- e) Assignment. You may not assign this Agreement or any of your rights or obligations hereunder without SG's prior written consent. We can assign our rights in this Agreement to any affiliate or successor in interest without your consent.
- f) Ongoing Warranties. Except as otherwise expressly provided herein, the representations and warranties made in this Agreement are continuous in nature and will be deemed to have been given by the Booti-Q Creator at the execution of this Agreement and each stage of performance of this Agreement.
- g) Publicity. You will not use Booti-Q in any way that would be misleading, defamatory, unlawful or otherwise objectionable. If we notify you that of your uses of Booti-Q are objectionable to us, you will promptly cease such use. You acknowledge that Booti-Q is owned by SG or its affiliates, and your use in accordance with these terms give you no claim to ownership of any of Booti-Q.
- h) Confidentiality. You may have entered a separate confidentiality agreement with SG or its affiliates. This Agreement does not limit your obligations under that agreement. In addition, you will treat as confidential, and may not disclose to any third party, any information or communication from, on behalf of, or with us regarding your compliance with this Agreement.
- i) Severability. In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, such provision (or part thereof) shall be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, shall be deemed to be deleted from this Agreement, while the remainder of this Agreement shall continue in full force and remain in effect according to its stated terms and conditions.
- j) Waiver. The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

Signature Page Follows