

Terms of Service

Last updated: May 1, 2023.

THESE TERMS OF SERVICE (THE "TERMS") GOVERN YOUR USE OF ALL THOUGHT KITCHEN LLC WEBSITES, INCLUDING WITHOUT LIMITATION THE THOUGHT KITCHEN APPLICATION, AND ALL ACCOMPANYING SOFTWARE AND SERVICES (COLLECTIVELY, THE "SERVICE"). PLEASE READ THE TERMS CAREFULLY BEFORE USING THE SERVICE. IF YOU DO NOT AGREE TO ALL OF THE TERMS, DO NOT ACCESS OR USE THE SERVICE. BY ACCESSING OR USING THE SERVICE, YOU AND THE ENTITY YOU ARE AUTHORIZED TO REPRESENT ("YOU" OR "YOUR") SIGNIFY YOUR AGREEMENT TO BE BOUND BY THE TERMS.

1. ACCEPTANCE OF TERMS.

Thought Kitchen LLC ("TK," "we," "our" or "us") provides the Service subject to these Terms. When you use the Service, you agree to abide by the Terms and any guidelines, rules and notices posted on the Service from time to time, all of which are incorporated herein by reference. The Service is provided by TK and available only to entities and persons over the age of legal majority who can form legally binding agreements under applicable law. In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. If you do not meet these conditions, you are not permitted to use the Service.

2. MODIFICATION OF TERMS.

We have the right to revise these Terms, in our sole discretion, at any time and without prior notice. All revisions are effective immediately upon posting on the Service. Any access or use of the Service by you after we post the revised Terms shall constitute your acceptance to the revised Terms. We may also change or impose fees for products and services provided through the Service at any time.

3. MODIFICATIONS TO SERVICE.

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. We are under no obligation to modify or update the Service. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

4. CONTENT.

The information and materials posted on the Service by TK or by third parties (the "Service Content") may contain errors, omissions, or typographical errors or may be out of date. We may change, delete, or update any Service Content at any time and without prior notice. We do not warrant the accuracy, completeness or usefulness of any Service Content, and we disclaim all liability and responsibility arising from any reliance placed on such materials by you, any other visitor to the Service, or anyone else who may be informed of the Service Content. Any reliance

you place on Service Content is strictly at your own risk. The Service Content includes business information, documents, designs, contracts, artwork, text and other materials and content provided, submitted for posting, emailed or posted by other users and third parties (“User Submissions”). All statements and/or opinions expressed in User Submissions are solely the opinions and the responsibility of the person or entity providing these materials.

5. INTELLECTUAL PROPERTY RIGHTS AND RESTRICTIONS.

Unless otherwise noted, the trademarks, logos, and service marks used on the Service are owned by TK or third parties that have licensed their use to TK. You may print and download material solely in connection with your use of the services and/or goods provided through the Service. You agree to protect all copyright and other proprietary rights of TK and/or its licensors in materials downloaded from this Service.

The Service and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by TK, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. You do not acquire any ownership interest in the Service. You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Service, except as follows:

- (a) Your computer may temporarily store copies of such materials incidental to your accessing and viewing those materials.
- (b) You may store files that are automatically cached by your web browser for display enhancement purposes.
- (c) You may print or download User Submissions for your own use and not for further reproduction, publication, or distribution, subject to any rules, notices or guidelines posted on the Service, all of which are incorporated herein by reference.

You must not:

- (a) Modify copies of any materials from the Service.
- (b) Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Service.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Service in breach of the Terms, your right to use the Service will terminate immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Service or any content on the Service is transferred to you, and all rights not expressly granted are reserved by TK. Any use of the Service not

expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

6. TRADEMARKS.

The names TK, Thought Kitchen, and all related names, logos, product and service names, designs, and slogans are trademarks of TK or its affiliates or licensors. You may not use such marks without the prior written permission of TK.

7. YOUR REGISTRATION OBLIGATIONS.

You agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration forms (the "Account Information") and (b) maintain and promptly update the Account Information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

8. PRIVACY POLICY.

You acknowledge that Account Information and other information we collect through your access to or use of the Service is subject to our privacy policy, and you consent to all actions we take with respect to this information consistent with our privacy policy. For more information, see our full privacy policy at [\[provide direct link\]](#).

9. USER ACCOUNT, PASSWORD AND SECURITY.

Any username, password or other account designation that you receive upon completing the Service's registration process must be treated by you as confidential and must comply with these Terms. You are fully responsible for all activities that occur under your account. You agree to (a) immediately notify us of any unauthorized use of your account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. We have the right to disable any username, password or other identifier at any time in our sole discretion, if in our opinion you have violated any provision of these Terms.

10. USER CONDUCT.

You may use the Service only for lawful purposes and in accordance with these Terms. You agree not to use the Service:

- (a) In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries).

- (b) For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- (c) To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms.
- (d) To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- (e) To obtain, reproduce, duplicate or copy anything on the Service for resale to third parties.
- (f) To impersonate or attempt to impersonate TK, a TK employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- (g) To engage in any other conduct that restricts or inhibits anyone's use Service, or which, as determined by us, may harm TK or users of the Service, or expose them to liability.

Additionally, you agree not to:

- (a) Use the Service in any manner that could disable, overburden, damage, or impair the Service or interfere with any other party's use of the Service, including their ability to engage in real time activities through the Service.
- (b) Use any robot, spider, or other automatic device, process, or means to access the Service for any purpose, including monitoring or copying any of the material on the Service.
- (c) Use any manual process to monitor or copy any of the material on the Service, or for any other purpose not expressly authorized in these Terms, without our prior written consent.
- (d) Use any device, software, or routine that interferes with the proper working of the Service.
- (e) Modify, translate, adapt or otherwise create derivative works or improvements of the Service or any part thereof.
- (f) Reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Service or any part thereof.
- (g) Use the Service in association with the design, construction, maintenance or operation of any hazardous environments or systems, including without limitation power generation systems, aircraft navigation or communication systems, air traffic control systems or any other transport management systems, safety-critical operations such as life support systems, vehicle operation applications or any police, fire or other safety response systems, and military, aerospace or weapons applications or systems.

- (h) Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- (i) Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Service, the server on which the Service is stored, or any server, computer, or database connected to the Service.
- (j) Attack the Service via a denial-of-service attack or a distributed denial-of-service attack.
- (k) Otherwise attempt to interfere with the proper working of the Service.

11. USER SUBMISSIONS.

All User Submissions must comply with the Content Standards set out in these Terms.

Any User Submission you post or provide for posting to the Service will be considered non-confidential and non-proprietary. By providing any User Submission on the Service, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to access, review, use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose. You acknowledge that other users may access, download and reproduce your User Submissions. You acknowledge that TK cannot control whether or how other users may access or use your User Submissions, and that TK will have no liability to you in the event of any dispute over another user's access or use of your User Submissions. You agree that you will not post any User Submissions that contain sensitive information belonging to yourself or others, including without limitation social security numbers, protected health information as defined under the Health Insurance Portability and Accountability Act, credit card numbers and residential addresses.

You represent and warrant that:

- (a) You own or control all rights in and to the User Submissions and have the right to grant the rights described above, or you have the express.
- (b) All of your User Submissions do and will comply with these Terms.

You understand and acknowledge that you are responsible for any User Submissions you submit or contribute, and you, not TK, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content or accuracy of any User Submissions posted by you or any other user of the Service.

12. MONITORING AND ENFORCEMENT; TERMINATION.

We have the right to:

- (a) Remove or refuse to post any User Submissions for any or no reason in our sole discretion.

- (b) Take any action with respect to any User Submission that we deem necessary or appropriate in our sole discretion, including if we believe that such User Submission violates the Terms, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Service or the public, or could create liability for TK.
- (c) Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- (d) Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Service.
- (e) Terminate or suspend your access to all or part of the Service for any or no reason, including without limitation for failure to pay any posted fees or any violation of these Terms.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Service. YOU WAIVE AND HOLD HARMLESS TK FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY TK DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER TK OR LAW ENFORCEMENT AUTHORITIES.

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

13. CONTENT STANDARDS.

- (a) These content standards apply to any and all User Submissions and use of any interactive services provided by TK. User Submissions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Submissions must not:
 - (b) Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
 - (c) Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
 - (d) Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.

- (e) Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our privacy policy.
- (f) Be likely to deceive any person.
- (g) Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- (h) Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- (i) Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- (j) Involve contests, sweepstakes, and other sales promotions.
- (k) Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

14. GEOGRAPHIC RESTRICTIONS.

TK is based in the United States and provides this Service for use only by persons located in the United States. Access to the Service may not be legal by certain persons or in certain countries. If you access the Service from outside the United States, you agree to comply with all local laws, including without limitation laws applicable to the transmission of technical data exported from the United States or the country in which you reside.

15. INDEMNITY.

You agree to indemnify, defend and hold harmless TK, its subsidiaries and affiliates, and their respective officers, agents, co-branders or other partners, and employees, from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Service, including without limitation your User Submissions, any use of the Service's content, services, and products other than as expressly authorized in these Terms, or your use of any information obtained from the Service.

16. DISCLAIMER OF WARRANTIES.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- (a) TK MAKES NO REPRESENTATION OR WARRANTY ABOUT THE RESULTS TO BE OBTAINED FROM USING THE SERVICE, INFORMATION OR CONTENT. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE, AND ALL PRODUCTS AND SERVICES OFFERED OR SOLD ON THE SERVICE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEITHER TK NOR ANY PERSON ASSOCIATED WITH TK MAKES ANY WARRANTY OR REPRESENTATION

WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SITE, OR THAT ANY SERVICES, ITEMS OR INFORMATION OBTAINED THROUGH THE SITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED. TK EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

- (b) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY SITE LINKED TO IT.
- (c) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TK OR THROUGH OR FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

17. LIMITATION OF LIABILITY.

TO THE EXTENT PERMITTED BY APPLICABLE LAW AND TO THE EXTENT THAT TK IS OTHERWISE FOUND RESPONSIBLE FOR ANY DAMAGES, TK SHALL BE RESPONSIBLE FOR ACTUAL DAMAGES ONLY, LIMITED TO THE AMOUNT YOU HAVE PAID TO TK FOR THE CONTENT, PRODUCT OR SERVICE OUT OF WHICH LIABILITY AROSE. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL TK BE LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OF OR INABILITY TO USE THE SITE, CONTENT OR INFORMATION WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT TK IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY LAW, THE REMEDIES STATED FOR YOU IN THESE TERMS ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THESE TERMS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TK SHALL NOT BE REQUIRED TO MAKE ANY ADJUSTMENT, REFUND OR CREDIT OF ANY KIND TO YOU FOR LOSS OR DAMAGE ARISING FROM OR IN CONNECTION WITH:

- (a) The use or the inability to use the Service;
- (b) The cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Service;

- (c) Unauthorized access to or alteration of your transmissions or data or the loss, corruption or irretrievability of, or damage to, any information or content regarding printed products used or stored by TK;
- (d) Statements or conduct of any third party on the Service or TK's provision of advice, assistance or guidance;
- (e) Your acts, defaults or omissions;
- (f) Your violation of any of the terms and conditions contained in these Terms, as amended from time to time;
- (g) Viruses, worms, trojan horses and other forms of harmful code;
- (h) Criminal acts, public authorities acting with actual or apparent authority, authority of law, local disputes, civil commotions, war, national or local disruptions in electronic and transportation networks, failures of internet service providers, weather phenomena, pandemics, strikes, natural disasters, and disruption or failure of communication and information systems; shipping trouble, including any defect, characteristic or inherent defect of the shipment; your failure to provide an accurate shipping address or other information that you are asked to provide in connection with the provision of services;
- (i) Acts, defaults or omissions of any person or entity other than TK, including without limitation our compliance with verbal or written instructions from any sender, recipient or persons claiming to represent a shipper or recipient;
- (j) TK's inability to provide a copy of any delivery record or a copy of any signature obtained at delivery;
- (k) TK's failure to notify you of any delay, loss or damage in connection with printed products or shipment or any inaccuracy in such notice;
- (l) TK's release of shipments without obtaining a signature; or
- (m) Any other matter relating to the Service.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIMITATIONS OF LIABILITY. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 16 AND 17 MAY NOT APPLY TO YOU.

18. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT.

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Service infringe your copyright, you may request removal of those materials (or

access to them) from the Service by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (“DMCA”), the written notice (the “DMCA Notice”) must include substantially the following:

- (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- (b) a description of the copyrighted work that you believe has been infringed;
- (c) a description of where the material that you claim is infringing is located on the Service;
- (d) your address, telephone number, and email address;
- (e) a statement by you that you have a good faith belief that the use of the copyrighted material is not authorized by the copyright owner, its agent, or the law; and
- (f) a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.

TK’s Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows: via email sent to hello@thought-kitchen.com.

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

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

19. LINKING.

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you may not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part. Also, you may not:

- (a) Establish a link from any website that is not owned by you.
- (b) Cause the Service or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- (c) Link to any part of the Service other than the homepage.
- (d) Otherwise take any action with respect to the materials on this Service that is inconsistent with any other provision of these Terms.

If the Service contains links to other sites and resources provided by third parties, these links are provided for your convenience only. TK has no control over the contents of those sites or resources, and accepts no responsibility for them or any loss or damage that may arise from your use of them. If you decide to access any third-party websites linked to this Service, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

20. USE AND STORAGE OF MATERIALS.

You acknowledge that we may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that postings or other uploaded content will be retained on the Service, the maximum disk space that will be allotted on our servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that we have no responsibility or liability for the deletion or failure to store any communications or content maintained or transmitted by the Service. You acknowledge that we reserve the right to log off and/or deactivate accounts that are inactive for an extended period of time. You further acknowledge that we reserve the right to modify these general practices and limits from time to time.

21. ORDER ACCEPTANCE.

The receipt of an e-mail or electronic order confirmation does not constitute the acceptance of an order or subscription or a confirmation of an order or subscription. We reserve the right, without prior notification, to limit the order quantity on any item and/or refuse service to any customer. Verification of information may be required prior to the acceptance of any order. No obligation to provide services exists between you and us until we exercise the authorization to charge your credit card or other account, and the charge is validated and accepted by your credit card company or other account.

22. PRICING AND SUBSCRIPTION TERMS.

- (a) All prices, discounts and promotions posted on the Service are subject to change without notice. The price charged for a product or service will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your order total, and will be itemized in your shopping cart and in your order confirmation email. We strive to display accurate price information, however we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.
- (b) Terms of payment are within our sole discretion and payment must be received by us before our acceptance of an order. You represent and warrant that (i) the credit card information you supply to us is true, correct and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your

credit card company, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Service at the time of your order.

- (c) Certain products and services, including without limitation the Thought Kitchen web application, are available by subscription. The term of your subscription is as listed on your order page. TK may terminate any subscription at any time in its sole discretion without notice if it ceases to offer or support the subscription product or if you fail to pay any fees. Your subscription will terminate immediately and automatically without notice if you violate any of these Terms. Upon termination, you will cease all use of the subscription product. Termination will not limit any of TK's rights or remedies at law or in equity, and there will be no refund of any fees upon termination.
- (d) Where applicable, we will arrange for shipment of ordered products to you. Please check the individual product page for specific delivery options. You will pay all shipping and handling charges specified during the ordering process. Shipping and handling charges are reimbursement for the costs we incur in the processing, handling, packing, shipping, and delivery of your order. Title and risk of loss pass to you upon our transfer of the products to the carrier. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.
- (e) All sales are final unless otherwise designated as returnable on the product page on the Service.
- (f) You represent and warrant that you are not buying products or services from the Service for resale and export and that all purchases are intended for final delivery to locations within the United States.

23. GENERAL INFORMATION.

- (a) Entire Agreement. The Terms constitute the entire agreement between you and TK and govern your use of the Service, superseding any prior agreements between you and TK. You may become subject to additional terms and conditions that may apply when you use or purchase from certain other affiliated websites, third-party content or third-party software.
- (b) Choice of Law and Forum. These Terms are governed by the laws of the State of Indiana, without giving effect to any principles of conflicts of law. Any litigation concerning these Terms or other uses of this Service shall be brought in Marion County, Indiana, and you consent to the exercise of personal jurisdiction over you by such courts.
- (c) Waiver and Severability of Terms. Our failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions

as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

- (d) **No Right of Survivorship and Non-Transferability.** You agree that your TK account is non-transferable and any rights to your account information or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.
- (e) **Statute of Limitations.** You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms are for convenience only and have no legal or contractual effect.