

TERMS AND CONDITIONS FOR PROVIDING ONLINE SERVICES AND SALES

1. THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU (“CLIENT”). PLEASE READ IT CAREFULLY.

THESE TERMS REQUIRE THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

BY USING THIS WEBSITE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS. YOU AFFIRM THAT IF YOU UTILIZE THE PRODUCTS AND SERVICES AVAILABLE ON THIS WEBSITE ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS AND CONDITIONS.

YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THIS WEBSITE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH MY SWAGGY MERCH LLC, (C) YOU ARE THE BUSINESS OWNER OR AN AUTHORIZED PERSON WITHIN YOUR COMPANY THAT IS ABLE TO ENTER INTO THIS AGREEMENT, OR (D) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.

These terms and conditions (these "**Terms**") apply to the utilization of services or the purchase and sale of products and services through <https://myswaggymerch.com> (the "**Site**"). These Terms are subject to change by My Swaggy Merch LLC (referred to as "**us**", "**we**", or "**our**" as the context may require) without prior written notice at any time, in our sole discretion. Any changes to the Terms will be in effect as of the "Last Updated Date" referenced on the Site. You should review these Terms before purchasing any product or services that are available through this Site. Your continued use of this Site after the "Last Updated Date" will constitute your acceptance of and agreement to such changes.

These Terms are an integral part of the Website Terms of Use that apply generally to the use of our Site. You should also carefully review our Privacy Policy before utilizing this site or placing an order or request for products or services through this Site (see Section 13).

2. Order Acceptance and Cancellation. You agree that any order or request for services of any kind in relation to products or services available on this site will be deemed an offer to buy, under these Terms. All offers must be accepted by us, if not accepted by us, we will not be obligated to provide the products or services to you. We may choose not to accept orders

at our sole discretion, even if we have sent you a confirmation email with a confirmation number and details of your request.

3. Prices and Payment Terms.

(a) All prices, discounts, and promotions posted on this Site are subject to change without notice. We will determine all pricing on all associated pages, sites and shops. 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 an order confirmation email either from us or an associated company or third-party provider. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your merchandise total and will be itemized in your shopping cart and 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) Client shall receive ten percent (10%) of the gross monthly sales from payments received for orders placed for Client related merchandise on the Site in the event less than 500 items are sold in the month in which the sales occurred. Client shall receive fifteen percent (15%) of the gross sales from payments received for orders placed for Client related merchandise on the Site in the event more than 500 items are sold in the month in which the sales occurred. In order to receive payments from My Swaggy Merch, LLC, Client agrees to provide My Swaggy Merch LLC with a completed Form W-9.

(c) We may offer, from time to time, promotions on the Site that may affect pricing and that are governed by terms and conditions separate from these Terms. If there is a conflict between the terms for a promotion and these Terms, the promotion terms will govern.

(d) Payments to Client will be made during the following month that My Swaggy Merch receives payment for completed orders of Client related merchandise and once a minimum of Fifty Dollars (\$50.00) due to Client has accrued. Payments will be made by electronic check in U.S. Dollars (USD) pursuant to payment instructions provided by Client.

4. Shipments; Delivery; Returns; and Refunds. All payments, product shipments, returns, exchanges, and refunds are handled by a third-party distributor. Customer service contact information for the third-party distributor is available in each shop and provided with each sales order for Client related merchandise. My Swaggy Merch LLC does not handle shipping, returns, exchanges, refunds, or any credits. Any applicable shipping costs are disclosed at the time products are ordered.

5. Intellectual Property.

(a) Client Proprietary Intellectual Property: My Swaggy Merch LLC acknowledges that as part of performing the services, My Swaggy Merch LLC personnel may have access to or utilize Client works of authorship or creative works, ideas, knowledge or data which has been originated or developed by personnel of Client or its affiliates or by third parties under contract to Client to develop same, or which has been purchased by, or licensed to, Client (collectively, “Client Proprietary Intellectual Property”). My Swaggy Merch LLC agrees that Client Proprietary Intellectual Property is the sole property of Client (or its licensor) and that Client (or its licensor) will at all times retain sole and exclusive title to or ownership thereof. Client grants to My Swaggy Merch, LLC or its affiliates or assigns an ongoing license to utilize any and all Intellectual Property provided by Client for purposes of generating sales through this site or any affiliated sites. From time to time we may modify, enhance, or change Client Proprietary Intellectual Property in conjunction with the performance of services.

(b) Residual Rights: Notwithstanding the above, Client agrees that My Swaggy Merch LLC, its affiliates and their respective employees and agents shall be free to use and employ their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, tools, processes, techniques or skills gained or learned either before or during the course of any services performed hereunder, subject to its obligations respecting Client’s Confidential Information pursuant to Section 6, below. Client understands and agrees that My Swaggy Merch LLC and its affiliates may perform similar services for third parties using the same personnel that My Swaggy Merch LLC may utilize for rendering the services for Client hereunder, subject to My Swaggy Merch LLC obligations respecting Client’s Confidential Information pursuant to Section 6.

(c) My Swaggy Merch LLC Proprietary Intellectual Property: Client acknowledges that as part of performing the services, My Swaggy Merch LLC personnel may utilize My Swaggy Merch LLC proprietary methodologies, tools, specifications, drawings, sketches, models, samples, records, documentation, works of authorship or creative works, phrases, logos, images, ideas, knowledge or data which has been originated or developed by the personnel of My Swaggy Merch LLC or its affiliates or by third parties under contract to My Swaggy Merch LLC to develop same, or which has been purchased by, or licensed to, My Swaggy Merch LLC, or may otherwise create any of the foregoing as part of the Services (collectively, “My Swaggy Merch LLC Proprietary Intellectual Property”). Client agrees that My Swaggy Merch LLC’s Proprietary Intellectual Property is the sole property of My Swaggy Merch LLC (or its licensor) and that My Swaggy Merch LLC (or its licensor) will at all times retain sole and exclusive title to and ownership thereof and is considered Confidential Information of My Swaggy Merch LLC as set forth in Section 6, below. Nothing contained in this Agreement or otherwise shall be construed to grant to Client any right, title, license or other interest in, to or under any My Swaggy Merch LLC Proprietary Intellectual Property (whether by estoppel, implication or otherwise), except as expressly provided in

the next sentence. In no event may Client sell, assign, transfer or otherwise exploit any such My Swaggy Merch LLC merchandise except as specifically provided herein.

(d) My Swaggy Merch LLC Enhancements: Client agrees that any additions, enhancements, improvements or other modifications made by My Swaggy Merch LLC of any Proprietary Intellectual Property shall create a completely new item of Intellectual Property and shall be deemed our Proprietary Intellectual Property. As such, any new item of Intellectual Property, if developed, acquired, or first conceived or reduced to practice by My Swaggy Merch LLC personnel or any third party on behalf of My Swaggy Merch LLC, whether in conjunction with performing the services for Client or otherwise ("My Swaggy Merch LLC Enhancements") shall be the sole property of, and ownership shall vest in, My Swaggy Merch LLC (or its licensor). Client agrees to take all reasonably necessary actions which are necessary to assure the conveyance of all right, title, and interest in, to and under any My Swaggy Merch LLC Enhancements, including copyright, to My Swaggy Merch LLC (or its licensor). The cost of conveying such rights shall be at My Swaggy Merch LLC expense. Notwithstanding the immediately preceding sentence, My Swaggy Merch LLC agrees that upon payment in full, My Swaggy Merch LLC hereby grants to Client a limited, perpetual, royalty-free, fully-paid, non-exclusive, non-assignable worldwide license to use any My Swaggy Merch LLC Enhancement which is included within the My Swaggy Merch LLC services and merchandise, solely for the purpose of using or otherwise exploiting the My Swaggy Merch LLC merchandise as contemplated under this Agreement. Except as otherwise permitted under this Agreement or any Statement of Work, Client shall not and shall not permit any authorized users to: (a) modify or create derivative works of the services or merchandise, in whole or in part; (b) rent, lease, lend, sell, license, sublicense, assign, or otherwise transfer the services or merchandise; or (c) remove any proprietary notices from the services or merchandise.

(e) Except for the limited license(s) expressly provided in this Section 5, nothing contained in this Agreement shall be construed as granting Client or any third party any right, title, or interest in or to any My Swaggy Merch LLC materials or merchandise, whether by implication, estoppel, or otherwise.

6. Confidentiality.

(a) Client and My Swaggy Merch LLC shall each (i) hold the Confidential Information (as defined below) of the other in trust and confidence and avoid the disclosure or release thereof to any other person or entity by using the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own Confidential Information of a similar nature, but not less than reasonable care, and (ii) not use the Confidential Information of the other party for any purpose whatsoever except as expressly contemplated under this Agreement or any Statement of Work. Each party shall disclose the Confidential Information of the other only to those of its employees having a need to know such Confidential Information and shall take all reasonable precautions to ensure that its employees comply with the provisions of this Section 6.

(b) The term “Confidential Information” shall mean any and all information or proprietary materials (in every form and media) not generally known in the relevant trade or industry and which has been or is hereafter disclosed or made available by either party (the “disclosing party”) to the other (the “receiving party”) in connection with the efforts contemplated hereunder, including (i) all trade secrets, (ii) existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any information related thereto, and (iii) information relating to business plans, sales or marketing methods and Client lists or requirements.

(c) The obligations of either party under this Section 6 will not apply to information that the receiving party can demonstrate (i) was in its possession at the time of disclosure and without restriction as to confidentiality, (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the receiving party, (iii) has been received from a third party without restriction on disclosure and without breach of agreement or other wrongful act by the receiving party, (iv) is independently developed by the receiving party without regard to the Confidential Information of the other party, or (v) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority, provided that the receiving party shall furnish prompt written notice of such required disclosure and reasonably cooperate with the disclosing party, at the disclosing party’s cost and expense, in any effort made by the disclosing party to seek a protective order or other appropriate protection of its Confidential Information.

(d) If the receiving party or any of its representatives is compelled by applicable law to disclose any Confidential Information, then, to the extent permitted by applicable law, the receiving party shall: (a) promptly, and prior to such disclosure, notify the disclosing party in writing of such requirement so that the disclosing party can seek a protective order or other remedy, or waive its rights under **Error! Bookmark not defined.6**; and (b) provide reasonable assistance to the disclosing party, at the disclosing party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the disclosing party waives compliance or, after providing the notice and assistance required under this section, the receiving party remains required by law to disclose any Confidential Information, the receiving party shall disclose only that portion of the Confidential Information that the receiving party is legally required to disclose and, upon the disclosing party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment. No such compelled disclosure by the receiving party will otherwise affect the receiving party's obligations hereunder with respect to the Confidential Information so disclosed.

(e) Notwithstanding the foregoing, My Swaggy Merch LLC shall be entitled to use Client's name and results from the Services in any and all marketing materials

utilized by My Swaggy Merch LLC to market its Services. The client's direct name can be omitted for privacy.

7. Termination.

(a) This Agreement may be terminated for convenience at will for any reason by either party with thirty (30) days' written prior notice to the other. Additionally, it may be terminated by either party (the "non-defaulting party") if any of the following events occur by or with respect to the other party (the "defaulting party"): (i) the defaulting party commits a material breach of any of its obligations hereunder and fails to cure such breach within the time period set forth in Section 7(b) hereof or fails to reach an agreement with the non-defaulting party regarding the cure thereof; or (ii) any insolvency of the defaulting party, any filing of a petition in bankruptcy by or against the defaulting party, any appointment of a receiver for the defaulting party, or any assignment for the benefit of the defaulting party's creditors.

(b) In the event either party commits a material breach of any of its obligations hereunder, the non-defaulting party will so notify the defaulting party in writing (and, in such notice, indicate the nature of the breach and the assertion of the non-defaulting party's right to terminate). The defaulting party will have fourteen (14) days (except five (5) days in the case of payment of monies due) following receipt of such notice to cure such breach or, if such breach reasonably cannot be cured in fourteen (14) days, such longer period of time as may be reasonably necessary to effect such cure if the defaulting party furnishes to the non-defaulting party within such fourteen (14) day period a plan demonstrating that it is capable of curing the breach and thereafter diligently proceeds to prosecute such plan to completion. If such breach remains uncured after such cure period, the non-defaulting party may terminate this Agreement pursuant to this Section 7 effective immediately by sending further notice to such effect.

(c) In the event My Swaggy Merch LLC terminates this Agreement for convenience or for cause pursuant to this Section 7, My Swaggy Merch LLC will be entitled to recover payment for all Services rendered through the date of termination (including for all work in progress).

(d) The parties hereby agree that those provisions that by their nature are intended to survive the termination of this agreement shall survive the termination notwithstanding the cause of termination of this agreement.

8. Manufacturer's Warranty and Disclaimers. We do not provide any warranties with respect to the products or services offered on our Site.

ALL PRODUCTS AND SERVICES OFFERED ON THIS SITE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY;

WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

YOU AFFIRM THAT WE SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY BREACH OF WARRANTY CLAIMS OR FOR ANY DAMAGES ARISING OUT OF THE MANUFACTURER'S FAILURE TO HONOR ITS WARRANTY OBLIGATIONS TO YOU.

9. Limitation of Liability. **IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.**

OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT OF PAYMENTS RECEIVED BY YOU FOR THE PRODUCTS AND SERVICES YOU HAVE ORDERED THROUGH OUR SITE.

The limitation of liability set forth above shall: (i) only apply to the extent permitted by law and (ii) and shall not apply to (A) liability resulting from our gross negligence or willful misconduct and (B) death or bodily injury resulting from our acts or omissions.

10. Indemnification.

(a) Client shall indemnify, defend, and hold harmless My Swaggy Merch LLC agents from and against all claims, losses, damages, liabilities, and expenses, including reasonable attorneys' fees and court costs arising from (i) a third party claim to the extent that such claim arises from Client's business activities; (ii) Client's use of the Services hereunder; (iii) any claims relating to any content created solely by My Swaggy Merch LLC; (iv) any breach of this Agreement by Client; or (v) the failure of Client to comply with any law, ordinance or regulation.

(b) Indemnification Procedures: The obligations to indemnify, defend and hold harmless set forth above in this Section 11 will not apply to the extent the My Swaggy Merch LLC was responsible for giving rise to the matter upon which the claim for indemnification is based and will not apply unless the Client (i) promptly notifies My Swaggy Merch LLC of any matters in respect of which the indemnity may apply and of which the Client has knowledge; (ii) gives the Client full opportunity to control the

response thereto and the defense thereof, including any agreement relating to the settlement thereof, provided that the Client shall not settle any such claim or action without the prior written consent of My Swaggy Merch LLC (which shall not be unreasonably withheld or delayed); and (iii) cooperates with the Client, at the Client's cost and expense in the defense or settlement thereof. My Swaggy Merch LLC may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice on a monitoring, non-controlling basis.

11. Privacy. We respect your privacy and are committed to protecting it. Our *Privacy Policy*, <https://myswaggymerch.com>, governs the processing of all personal data collected from you in connection with your use of, or purchase of products or services through the Site.

12. Force Majeure. We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

13. Governing Law and Jurisdiction. This Site is operated from the US. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Idaho without giving effect to any choice or conflict of law provision or rule (whether of the State of Idaho or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Idaho.

14. Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party against the other party arising out of or related to this Agreement, the prevailing party is entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

15. Dispute Resolution and Binding Arbitration.

(a) YOU AND MY SWAGGY MERCH LLC ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT, OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND

EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS OR SERVICES THROUGH THE SITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

(b) The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this Section 15. (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the agreement is void, voidable, or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

(c) You agree to an arbitration on an individual basis. In any dispute, **NEITHER YOU NOR MY SWAGGY MERCH LLC WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** The arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

16. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 16 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

17. No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of My Swaggy Merch LLC.

18. No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

19. Notices.

(a) To You. We may provide any notice to you under these Terms by (i) sending a message to the email address you provide or (ii) by posting to the Site. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

(b) To Us. To give us notice under these Terms, you must contact us by personal delivery, overnight courier, or registered or certified mail to My Swaggy Merch LLC, PO Box 234, American Falls, ID 83211. We may update the address for notices to us by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

20. Severability. If any provision of these Terms is invalid, illegal, void, or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

21. Entire Agreement. These Terms, our Website Terms of Use, and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.