

Seen Finance Inc.  
Terms of Use  
Effective August 2023

## Legal Terms of Use

These Terms of Use include an agreement to resolve any disputes through binding arbitration and a class action waiver, as well as important disclaimers, warranties and limitations on liability.

### Introduction

By accessing or using our website or mobile application and all associated pages (collectively, the "Site"), you are agreeing to these Terms of Use, and applicable Additional Terms (defined in Section 9 below) (collectively, the "Terms of Use"). The Terms of Use constitute a legal contract between you and Seen Finance Inc., which includes Seen Finance Inc.'s banking partner Coastal Community Bank, its subsidiaries and affiliates, now and in the future. These Terms of Use cover all aspects of your use of the Site. Seen Finance Inc. reserves the right to change these Terms of Use at any time, and your continued use of this Site constitutes agreement to all such changes, so it is recommended that you review the Terms of Use on occasion.

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING THE SITE YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW, WHICH INCLUDE YOUR AGREEMENT TO ARBITRATE DISPUTES. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MUST LEAVE THE SITE NOW. IF AT ANY TIME YOU DO NOT AGREE WITH ANY OF THE TERMS OF USE, YOU MUST IMMEDIATELY CEASE YOUR USE OF THE SITE.

If you do not understand any terms within the Terms of Use, please consult a legal expert for clarification prior to using or accessing the Site.

#### 1. Eligibility; Privacy

The Site is intended for use by persons over the age of 21 who are legal residents of the United States. BY CLICKING ANY BUTTON OR BY ACCESSING, BROWSING OR OTHERWISE USING THE SITE YOU REPRESENT AND WARRANT TO US THAT YOU ARE AT LEAST 21 YEARS OF AGE AND ARE A LEGAL RESIDENT OF THE UNITED STATES.

The Site is not directed at children under the age of thirteen years old. Seen Finance Inc. does not knowingly collect personal information from children under thirteen years old from the Site.

The Site is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation.

You may not use or export or re-export any portion of the Site in violation of any applicable laws or regulations, including United States export laws and regulations. Seen Finance Inc. makes no representation that the documents, pages, images or other materials or content on the Site are appropriate or available for use in jurisdictions outside the United States.

You agree that Seen Finance Inc. may collect and use technical and usage data and related information, including, but not limited to, technical information about your device, location and network, date/time and nature of website access and use, system and website software, and other similar and/or related data, that is gathered periodically for product support and other services. Through your engagement with Seen Finance Inc. through this Site, you explicitly authorize Seen Finance Inc. to gather and use this information to do things like improve products offered through the Site or to provide services or technologies to you, to provide advertising content Seen Finance Inc. believes you may be interested in, and other activities, which may involve disclosure of such data to third parties for advertising or other purposes. Seen Finance Inc. is committed to protecting the privacy of those who visit our Site. For more information regarding how we gather and use your personal information, including contact information, and for more information about the privacy choices that Seen Finance Inc. consumers may make, please refer to our [Privacy Policy](#) for more information.

## 2. Registration: Accountholder Responsibilities

Certain areas of the Site are accessible only to registered accountholders. To access the accountholder-only areas of the Site, you will need the username and password you have created. You are solely responsible for (1) authorizing, monitoring, controlling access to and maintaining the strict confidentiality of your username and password, (2) not allowing another person to use your username or password, (3) any charges or damages that may be incurred as a result of failing to maintain the strict confidentiality of your username and password, (4) promptly informing Seen Finance Inc. in writing of any need to deactivate a username or password because they are no longer useful or necessary, and (5) keeping your email address, phone number and address up to date. Seen Finance Inc. is not liable for any harm arising from or related to the theft or unauthorized disclosure of usernames or passwords or any decision by you to allow another person or entity to access and use the Site using your username or password. You must immediately notify Seen Finance Inc. of any actual or suspected unauthorized use of your username or password or of any compromise or other breach of confidentiality relating to username or password. Until Seen Finance Inc. receives this notification from you, you will be held liable for any harm ensuing from the use of your username or password on the Site. Your ability to access accountholder-only areas of the Site associated with any given username or password may be suspended or terminated for any reason at any time, subject to applicable laws.

## 3. Intellectual Property

The Site, all content, any materials downloaded, and all intellectual property pertaining to or contained on the Site are owned by Seen Finance Inc. or third parties; all right, title and interest therein shall remain the property of Seen Finance Inc. and/or such third party owner, as applicable. All content is protected by trade dress, copyright, patent and trademark laws, as well as various other intellectual property and unfair competition laws. You are permitted to view and retain a copy of the pages of the Site for your own personal, non-commercial use. You may also view and make copies of relevant documents, pages, images or other materials on the Site for your own personal, non-commercial use. You agree that you will not duplicate, publish, modify, create derivative works from, participate in the transfer of, post on the internet, or in any way distribute or exploit the Site, or any portion of the Site, for any public or commercial use without the express written consent of Seen Finance Inc. Additionally, you agree that you (i) will not remove or alter any author, trademark or other proprietary notice or legend displayed on this Site (or printed pages produced from the Site), and (ii) will not make any other modifications to any documents obtained from the Site other than in connection with completing information required to transact business through the Site.

#### 4. Use of Information and Materials

The information and materials contained in the Site, and the terms, conditions, and descriptions that appear, are subject to change. Unauthorized use of the Site and systems, including unauthorized entry into Seen Finance Inc.'s systems, misuse of passwords, or misuse of any information posted on the Site, is strictly prohibited. Not all Seen Finance Inc. -branded products or and services may be available in all geographic areas.

#### 5. Links

THIS SITE MAY CONTAIN LINKS TO WEB SITES CONTROLLED OR OFFERED BY THIRD PARTIES. SEEN FINANCE INC. HEREBY DISCLAIMS LIABILITY FOR, ANY INFORMATION, MATERIALS, PRODUCTS OR SERVICES POSTED OR OFFERED AT ANY OF THE THIRD PARTY SITES LINKED TO THE SITE. BY PROVIDING A LINK TO A THIRD PARTY WEB SITE, SEEN FINANCE INC. DOES NOT ENDORSE OR RECOMMEND ANY PRODUCTS OR SERVICES OFFERED OR INFORMATION CONTAINED AT THAT WEB SITE, NOR IS SEEN FINANCE INC. LIABLE FOR ANY FAILURE OF ANY PRODUCTS OR SERVICES OFFERED OR ADVERTISED AT THOSE SITES. SUCH THIRD PARTY MAY HAVE A PRIVACY POLICY DIFFERENT FROM THAT OF SEEN FINANCE INC. AND THE THIRD PARTY WEBSITE MAY PROVIDE LESS SECURITY THAN THE SITE.

#### 6. NO WARRANTY

THE INFORMATION AND THESE MATERIALS CONTAINED IN THE SITE, INCLUDING TEXT, GRAPHICS, LINKS, PAYMENT SERVICES, OR OTHER ITEMS, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, BY STATUTE, COMMON LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. SEEN FINANCE INC. DOES NOT WARRANT THE ACCURACY, ADEQUACY, RELIABILITY, OR COMPLETENESS OF THIS INFORMATION AND MATERIALS AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THEM. NO WARRANTY OF ANY KIND, IMPLIED, EXPRESSED OR STATUTORY INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM COMPUTER VIRUS, IS GIVEN IN CONJUNCTION WITH THE INFORMATION AND MATERIALS OF THE SITE, THE MOBILE APPLICATION OR THIRD PARTY SITES THAT MAY BE LINKED. WITH RESPECT TO THE SITE OR ANY THIRD PARTY SITE LINKED, THERE ARE NO WARRANTIES OR LIABILITY WITH RESPECT TO OPERABILITY OR THAT YOUR NEEDS WILL BE MET OR THAT INFORMATION (INCLUDING BALANCE AND PAYMENT INFORMATION) OR FUNCTIONALITY WILL BE CORRECT, ACCURATE, TIMELY, RELIABLE, FREE FROM ERRORS OR DEFECTS, OR UNINTERRUPTED, OR THAT RELATED SERVERS WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU EXPRESSLY AGREE THAT YOUR USE OF THE FOREGOING IS AT YOUR SOLE RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH STATES LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THIS PROVISION MAY NOT APPLY TO YOU.

#### 7. LIMITATION OF LIABILITY

IN NO EVENT WILL SEEN FINANCE INC. OR ANY OF ITS EMPLOYEES, EXECUTIVES, CONTRACTORS, AGENTS, PARENT COMPANIES, AFFILIATES, BANKING OR BUSINESS PARTNERS, INCLUDING COASTAL

COMMUNITY BANK (EACH A "SEEN FINANCE INC. PARTY" AND TOGETHER THE "SEEN FINANCE INC. PARTIES") BE LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT OR INDIRECT, EXEMPLARY, LIQUIDATED, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES ARISING IN CONNECTION WITH THIS SITE OR ANY LINKED SITE OR USE THEREOF OR INABILITY TO USE BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF A SEEN FINANCE INC. PARTY, IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES.

#### 8. Submissions

Seen Finance Inc. shall be free to use, for any lawful purpose, any idea, concept, know-how or technique contained in any information a visitor to this Site provides Seen Finance Inc. through this Site. Seen Finance Inc. shall not be subject to any obligations of confidentiality regarding submitted information except as may be expressly agreed in writing by Seen Finance Inc. or as otherwise specifically required by law.

#### 9. Additional Terms

In addition to these Terms of Use, you also agree to any additional terms and/or Agreements that are specific to any product, service or functionality offered by or through Seen Finance Inc. ("Additional Terms") and which will also apply in the event they require additional action by you.

#### 10. Dispute Resolution and Arbitration

PLEASE READ THIS PROVISION OF THE TERMS OF USE CAREFULLY AS IT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE, UNLESS YOU PROMPTLY REJECT IT AS PROVIDED IN SECTION 10(L) BELOW.

THIS ARBITRATION AGREEMENT DOES NOT APPLY IF, AS OF THE DATE OF THIS AGREEMENT, OR AT ANY TIME WHILE THIS AGREEMENT IS IN EFFECT, YOU ARE A MEMBER OF THE ARMED FORCES OR A DEPENDENT OF SUCH A MEMBER COVERED UNDER THE MILITARY LENDING ACT.

YOU UNDERSTAND THAT UNLESS YOU REJECT THIS AGREEMENT AS PROVIDED IN 10(L) BELOW, EITHER PARTY MAY REQUEST TO RESOLVE A CLAIM OR DISPUTE BY ARBITRATION AND YOU CONSENT NOT TO RESOLVE SUCH CLAIM OR DISPUTE WITH A TRIAL OR BY SUING IN COURT.

For purposes of this Arbitration Agreement and Class Action and Jury Trial Waiver ("Arbitration Agreement"), the terms "we," "us" and "our" means Seen Finance Inc., Seen Finance Inc. Parties, or person or entity named as a co-Defendant in a Claim made by you related to these Terms.

This Arbitration Agreement will govern all interactions with a Seen Finance Inc. Party (including any and all data exchanges and/or collections and the retention and use of such data) unless and until interactions and/or data become subject to a product- or service-specific agreement with a Seen Finance Inc. Party that includes an arbitration clause applicable to the same, at which point this Arbitration Agreement will be superseded, but only to the extent of any redundant coverage.

Either you or we may elect to resolve our differences by binding arbitration.

a. **Agreement to Arbitrate Disputes:** We aim to provide you with an excellent Site experience. If you have any issues or problems with our Site of any kind, please let us know as soon as you can. Giving us a call helps to resolve the matter quickly. Regardless, except as stated below, any unresolved Claim will be resolved through final and binding arbitration as set forth in this section, subject to the opt out pursuant to Section 10(l) below. Either you, we, or any beneficiary of this Arbitration Agreement also may elect to arbitrate any Claim pursuant to this Arbitration Agreement.

b. **Claim:** A “Claim” under this section is any unresolved claim, dispute, or controversy between you and us whether past, present or future, arising out of or related to these Terms of Use or use or access of the Site. A “Claim” includes disputes concerning the validity or enforceability of this Arbitration Agreement. “Claim” has the broadest possible meaning and includes initial claims, counterclaims, cross-claims, and third-party claims whether based upon contract; tort; fraud; a constitution, statute, regulation, ordinance, common law, and/or equity (including any claim for injunctive or declaratory relief); or otherwise. Notwithstanding the foregoing, Claim does not include Public Injunctive Relief Requests or any individual actions brought in small claims court (or your state’s equivalent court, if any). However, if the aforementioned individual action is transferred, removed, or appealed to a different court, it will be eligible for arbitration at either party’s request. The bringing and/or maintenance of any such action shall not be a waiver of rights of any party to compel arbitration of any other Claim subject to this Arbitration Agreement.

### **The Dispute Resolution Process**

c. **Notice of a Claim:** Before starting a lawsuit or arbitration, the party electing to commence a proceeding must give the other party written notice of the Claim. The notice must include: (1) the name, telephone number, mailing address, and email address of the party seeking arbitration; (2) reasonable detail of the Claim, including supporting facts; (3) the remedy sought and a good-faith calculation of the amount in controversy, expressed in United States Dollars; and (4) the original signature of the party making a Claim. You must send the notice in writing to Seen Finance Inc., 1193 W 2400 S West Valley City, UT 84119 Attn: Legal – Arbitration Election. If we intend to make a Claim, we’ll notify you in writing at the most recent address we have for you in our files. The complaining party must give the other party a reasonable opportunity to resolve the Claim for a thirty (30) day period after notice is sent.

d. **Commencing Arbitration:** If the parties do not reach agreement to resolve the Claim within 30 days after notice is sent, the complaining party may initiate arbitration by submitting a demand for arbitration to the Arbitration Administrator at the address listed in Section 10(e). below, subject to the terms of this Arbitration Agreement and the arbitration company’s rules. If one party files or threatens a lawsuit, or files a counterclaim or motion to convert an individual action to a class action in an existing lawsuit, the other party may demand arbitration, including in a motion to compel arbitration. If the motion to compel arbitration is granted, the complaining party will be responsible to commence arbitration pursuant to the terms of this Arbitration Agreement and the arbitration administrator’s rules.. Even if all parties have opted to litigate a Claim in court, a party may elect arbitration with respect to any Claim made by a new party or any Claim later asserted by a party in that or any related or unrelated suit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative, or multi-party basis). Nothing in that litigation shall constitute a waiver of this Arbitration Agreement.

e. **Governing Law and Arbitration Administrator:** This Arbitration Agreement is governed by the Federal Arbitration Act (“FAA”), and not by any state arbitration law. The arbitrator shall follow substantive law (as defined below) consistent with the FAA. Each arbitration, including the selection of the arbitrator, will be administered by the American Arbitration Association (“AAA”) (the “Arbitration Administrator”), according to the rules in this Arbitration Agreement and the procedures of the AAA. The rules of this Arbitration Agreement will govern if there is any contradiction with the AAA procedures. A single arbitrator will be appointed. Requests for a copy of the AAA procedures, demands for arbitration, and any question about the AAA must be sent to: American Arbitration Association, 1633 Broadway 10th Floor, New York, NY 10019. You may also visit them online at [www.adr.org](http://www.adr.org). If the AAA is unavailable, and you and we can’t agree on a replacement, then you or we may ask a court with jurisdiction to select the substitute arbitration administrator. A single arbitrator will be appointed. All arbitrators must be practicing attorneys or retired judges and experienced and knowledgeable in the substantive laws applicable to the Claim. As in court, the arbitrator can impose sanctions on any represented party or counsel permitted under AAA rules, the Federal Rule of Civil Procedure 11(b), or any other applicable federal or state law.

f. **Fees and Costs:** If you cannot obtain a waiver of the AAA’s or arbitrator’s filing, administrative, hearing, and/or other fees, we’ll agree upon request to cover these fees up to one thousand five hundred dollars (\$1500) unless the arbitration administrator decides that its rules or law require that our share of fees and costs be more. Requests for fee reimbursements should be sent to: Seen Finance Inc., 1193 W 2400 S West Valley City, UT 84119 Attn: Legal - Arbitration Election. Each party will bear the expense of its own attorneys, experts, and witnesses, regardless of which party prevails unless the arbitrator decides, based on applicable law, the rules of the AAA, or this Agreement, that the prevailing party has a right to recover any of those fees or costs from the other party.

g. **Arbitration Hearings and Decisions:** Unless otherwise agreed by you and us, arbitration hearings will take place in a location that’s reasonably convenient for you. Additionally, the arbitration may be conducted solely based on written submissions, by telephone or video conference, or by in-person hearing, as the arbitrator deems appropriate. The arbitrator will follow applicable substantive law, except if contradicted by the FAA; follow applicable statutes of limitations; honor valid privilege Claims; issue a written decision; and, upon timely request of any party, write a brief explanation of the basis of the award.

The following provisions will apply to all arbitrations between the Parties under this Agreement: (1) timely filed offers of judgment under Federal Rule of Civil Procedure 68 or any state equivalent will be honored and require the party that declined to offer to pay the costs and fees of the filing party if the decision obtained is not more favorable than the unaccepted offer; (2) the arbitrator must apply state or federal substantive law applicable to the Claim(s) (provided that, the arbitrator shall have discretion to consider and apply choice of law rules in the event of a dispute regarding choice of law for issues that would be governed by state law in a court proceeding) and may not be permitted to award any remedy that exceeds that which a court could award for the Claim(s); (3) a finding that a Claim or counterclaim is frivolous or intended to harass will entitle the other party to recover their attorney’s fees, costs and expenses; (4) the arbitrator shall not be bound by prior, separate arbitration decisions; and (5) failure or forbearance to enforce this Arbitration Agreement at any particular time or in connection with any particular Claims won’t constitute a waiver of any rights to require arbitration at a later time or in connection with any other Claims. Either party may seek to enjoin the arbitration proceeding in court with jurisdiction and the arbitration will be automatically stayed pending the outcome of that proceeding.

The arbitrator's award will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award. Notwithstanding the above, in the event that an award involves a cost or benefit to any party for more than \$100,000 or involves injunctive relief, any party may appeal the award to a three-arbitrator panel of the Arbitration Administrator, provided the appeal is filed within 30 days of the original award. The panel may accept or reject any or all of the original award and any decision of the panel must be by majority vote. The appealing party must pay all costs unless the panel decides otherwise.

**h. Jury Trial Waiver:** YOU AND WE KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY AGREE AND UNDERSTAND THAT YOU AND WE ARE GIVING UP THE RIGHT TO TRIAL BY JURY OF ANY LITIGATION ARISING OUT OF THE AGREEMENT OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND US.

**i. Public Injunctive Relief Requests:** If you or we seek public injunctive relief as a remedy for any Claim (a "Public Injunctive Relief Request") you and we agree that the Public Injunctive Relief Request cannot be arbitrated. Instead, that Public Injunctive Relief Request shall be adjudicated by a court after all other Claims to be decided in arbitration under this Arbitration Agreement are resolved in arbitration, including all causes of action pursuant to which a Public Injunctive Relief Request is made. You and we agree to jointly request that the court stay the Public Injunctive Relief Request until after the remaining Claims have been finally resolved in arbitration, and that the parties will only seek to lift the stay and request that the court resolve the Public Injunctive Relief Request if an arbitrator finds that one of the parties is liable for a Claim for which public injunctive relief is an available remedy. The validity, enforceability, and effect of this section shall be determined exclusively by a court, and not by any arbitration administrator or arbitrator.

**j. Class Action Waiver:** TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT ANY CLAIM ARISING OUT OF THE TERMS OF USE OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND US WILL PROCEED ON AN INDIVIDUAL BASIS (AND WILL NOT BE JOINED WITH ANY OTHER ARBITRATION) AND WILL NOT PROCEED AS PART OF A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION IN COURT OR ARBITRATION. If a court determines that Section 10(j)'s limits on a particular Claim are not fully enforceable, then, only after all appeals have been unsuccessfully made, (1) that Claim will be severed from arbitration and must be brought in court and (2) this paragraph otherwise will remain in force.

**k. Survival and Severability of Terms:** This Arbitration Agreement shall survive: (1) termination or changes in the Terms of Use, except to the extent that any changes in the Terms of Use modify or replace any portion of this Arbitration Agreement, and (2) any termination or change in your relationship with us, including any closure of any account with us. If any portion of this Arbitration Agreement is deemed invalid or unenforceable, the remaining portions of this Arbitration Agreement shall remain in force to the fullest extent permitted by law. .

**l. RIGHT TO OPT OUT:** You may opt out of this Arbitration Agreement by mailing a signed opt out notice to Seen Finance Inc., 1193 W 2400 S West Valley City, UT, 84119 Attn: Terms of Use Arbitration Rejection Notice, which is received at the noted address within sixty (60) calendar days of the date you accessed our Site. The opt-out notice must include your name, address, email address, phone number, a statement of your rejection of this Arbitration Agreement, and your signature or e-signature. Rejecting arbitration won't affect your other rights or responsibilities under this Agreement nor will it constitute

rejection of any prior or future arbitration agreement between you and us regarding any other product and/or service.

11. **Governing Law.** The Terms of Use are governed by the laws of the state of Washington, excluding conflicts of law provisions, except that the Arbitration Agreement set forth above is governed by the Federal Arbitration Act (9 U.S.C. § § 1-16 (“FAA”)). To the extent that any dispute arising under these Terms is not arbitrated, you consent to the exclusive jurisdiction of, and agree that such dispute may be resolved by, state or federal courts located in Washington.

12. **Assignment.** You may not assign your rights or delegate your duties under these Terms of Use without our prior written consent. You agree that these Terms and any other agreements referenced herein may be assigned by us, in our sole discretion, to a third party in the event of a merger or acquisition, or otherwise.

13. **Compliance with Laws.** You assume all knowledge of applicable law and you are responsible for compliance with any such laws. You may not use the Site in any way that violates applicable state, federal, or international laws, regulations or other government requirements.

14. **Integration.** These Terms of Use (including any policies described in these Terms of Use, which are incorporated herein by this reference), contain the entire understanding of the parties regarding their subject matter and supersede all prior and contemporaneous agreements and understandings between the parties regarding their subject matter.

15. **No Relationship.** No agency, partnership, joint venture, or employee-employer relationship is intended or created by these Terms of Use.

16. **Force Majeure.** We will not be liable for any failure or deficiency in the performance or availability of the Site by reason of the occurrence of any event beyond our reasonable control, including without limitation, a labor disturbance, an Internet outage, interruption of service, communication outage, failure by our service provider, fire, terrorism, natural disaster, pandemic, act of God, or war.

17. **Waiver.** No failure or delay by a party in exercising any right, power or privilege under these Terms will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.