WhatsGood™ Terms and Conditions of Use

Updated: April, 2019

Thank you for using WhatsGood! These Terms of Service ("Terms") govern your use of the WhatsGood services, including WhatsGood’s website, WhatsGood’s mobile applications, and any websites (or portions thereof) or mobile applications that are operated by WhatsGood (collectively, the “Services” or “Platform”), and are entered into by you and Crave Food Systems Corporation (d/b/a Crave), a Delaware corporation ("Crave"). In these Terms of Use, the words "you" and "your" refer to each customer, user, site guest or visitor.

Please read these terms of use carefully before using this Site. These Terms of Use, including all documents referenced herein, represent the entire understanding and agreement between you and Crave regarding your use of this Platform, and services and supersede any prior statements or representations. This Platform's Privacy Policy is referenced in these Terms of Use. Authorization to use this platform is contingent upon your legally-binding agreement to these Terms of Use.

Consent to Terms of Use

By registering for a WhatsGood account, you agree that you have read and understood the Terms of Use and agree that you will comply with them for as long as you use WhatsGood.

Changes to the Terms of Use

We reserve the right to modify these Terms of Use without prior individual notice. We will post changes to the Terms of Use on the Platform and changes will become effective once posted. Your continued access to or use of the Platform will be deemed as acceptance by you of the then-current Terms of Use. It is your responsibility to review these Terms of Use often so that you remain abreast of any changes. You can tell when the Terms of Use were last modified by checking the "last updated" date that appears at the top.

Use of this Platform

Access to, distribution and/or use of this Platform is subject to all applicable laws and regulations. To the extent that access to, distribution and/or use of this Platform would be deemed illegal by applicable law, such access, distribution and/or use is prohibited. Each time you visit any area on the Platform and/or register for any interactive functionality of the Platform, you are deemed to have confirmed your acceptance to these Terms of Use and the Platform's Privacy Policy.

By having accepted these Terms of Use, and/or entering and participating in the activities offered on this Site, you affirm, represent and warrant that: (a) you are 18 years of age or older; (b) all information you submit via the Site will be truthful and accurate (and you will maintain the accuracy of such information); (c) you will abide by these Terms of Use; (d) your use of the Platform will not otherwise violate any applicable law, rule or regulation; and (e) if you are using the site on behalf of a business, you have the legal authority to bind that business to these Terms of Use.

Description of Services

Services comprise a platform that presents you with a set of one or more vendor virtual storefronts from which you can select goods for picking, packing, and delivery by individual delivery persons ("Local Food Courier") to your location or, if available, for you to pick up at a WhatsGood "Pickup Point". Picking, packing, or delivery services may be performed by third parties including a vendor or third party logistics provider (collectively, “Third Party Providers”).

Delivery may be conducted by each individual Local Food Courier select method of transportation. You acknowledge that transportation or logistics services are provided by third party independent contractors who are not employed by WhatsGood.
Ownership of the Platform and Services

This Platform, the Services and all intellectual property rights to the Platform and Services (collectively, "Materials") are owned or licensed by Crave. We hereby grant you permission to use the Platform as set forth in these Terms of Use, but nothing in these Terms shall be construed to confer upon you any license of or under any of our intellectual property rights in the Materials.

You acknowledge that you have no ownership rights in the Materials. You further understand and agree that you will not use any trademarks, trade names, services marks, copyrights, logos or any other intellectual property in any manner that creates the impression that such items belong to or are associated with you, except as otherwise provided and with our express consent.

Crave maintains ownership of platform data and, as an active user on the WhatsGood platform, you have full access to all of your orders, sales, messages and any other information transacted across the platform through your dashboard.

Except as otherwise indicated on this Platform, copying, reproducing, uploading, downloading, transmitting or any other use of this Platform or of any of the Material, in whole or part, without our express permission, is prohibited. You may download our digital files as expressly permitted and may access and download your own documents as contemplated herein. Any unauthorized access to, use or copying of this Platform and/or the Materials may subject you to liability under applicable law, and may result in legal action.

Ownership of Your Content

In connection with your use of the Platform and our Services, you may upload and/or submit photographs, logos, contact information, certifications, commentary and other content to the Platform (your "Content"). You may access and change your Content at any time. By agreeing to these terms, you certify that all depictions of your products and services are accurate and true. Crave is not responsible for verifying user depictions.

You are legally responsible for your Content and shall use it as contemplated in these Terms and Conditions. We are not responsible for your Content. You have and will retain full ownership of your Content, subject to the ownership rights of third parties. You represent and warrant that you have all the rights necessary to your Content. You are also responsible for any of your Content that may be lost or unrecoverable through your use of the services. You are encouraged to archive your Content regularly and frequently.

Crave is not responsible for non-factual content or misrepresentations made by any users. If users report non-factual content or misrepresentations to us in writing, Crave may make a reasonable effort to investigate and take action with the accused account. If we find a report of non-factual content or misrepresentation to itself be inaccurate, non-factual, or intentionally misleading, the account-holder, if a WhatsGood user, will first be warned in writing not to make further inaccurate, non-factual, or intentionally misleading reports. If that user makes further inaccurate, non-factual, or intentionally misleading reports, the account-holder may be expelled from the WhatsGood Marketplace and from any other Crave programs.

In order to provide you with the Services, we may need to access or otherwise process your Content. By accepting these Terms of Use, you agree that we are permitted to access your Content for the purpose of providing the Services. This use and permission do not give us any ownership rights in or to your Content, however, by providing your Content to this site, you grant us a perpetual, worldwide, royalty-free, irrevocable, non-exclusive license to use, reproduce, modify, adapt, publish, create derivative works and distribute your Content or portions of your Content in any form or medium.
known or later developed, in accordance with the terms of these Terms of Use and the actions and transactions contemplated herein. You agree that this license includes a right for us to make your Content available to other companies, organizations or individuals with whom we have relationships for the provision of services and to use Content in connection with the provision of your services.

Provision of the Services

We seek to provide the best possible experience for all users. You acknowledge and agree that the form and nature of the Services that we provide may change from time to time without prior notice to you. As part of this continuing innovation, you acknowledge and agree that we reserve the right to deactivate your account, at our sole discretion, at any time. We will not be required to notify you of this, and you will receive a message to contact our support staff if you attempt to login after account deactivation. You may be eligible for account reactivation at that time, pending our approval. We may disable your account, with no notice to you if, in our sole and subjective discretion, you are in violation of any of the Terms of Use.

You acknowledge and agree that if we disable access to your account, you may be prevented from accessing the Services, your account details or any files or other content that is contained in your account. You acknowledge and agree that while we may not currently have a fixed upper limit on the amount of storage and data space on the site allotted to you to be used for the provision of any Service, such fixed upper limits may be set by us at any time, at our discretion.

Your registration of a valid account, until cancellation or termination of that account, permits you the right to use the Software ("Software") that we provide to you as part of the Services. These Terms of Use do not grant you any right, title or interest in or to the Software, the Services or the other Content on the Site. Unless we have given you specific written permission to do so, you may not sell, transfer, assign or grant a license of your rights to use the Software or Services, grant a security interest in or over your rights to use the Software or Services, or otherwise transfer any part of your rights to use the Software or Services.

WhatsGood Coupons

Coupons are available for a limited time only and may be subject to certain restrictions. Coupons are subject to change, cancellation, or expiration at any time. If you do not purchase the qualifying items added to your cart while the Coupon is still in effect, the Coupon's offer will not apply. Coupons apply only to qualifying items displaying the offer and may not be combined with other promotional offers or mail-in rebates. WhatsGood is not a retailer or seller. Coupons are issued and can be paid by the manufacturer of the advertised product or WhatsGood. Coupons may not be sold, copied, modified, or transferred. A Coupon has no cash value. Coupons good while supplies last. Void where restricted or prohibited by law.

Registration and Passwords

In order to access and use the Services, you will be required to register and to provide specific information. All information about you must be truthful, and you may not use any aliases or other means to mask your true identity. You must safeguard any access codes or passwords at all times. You are responsible for restricting access to your computer and account, and you agree to accept responsibility for all activities that occur under your account or passwords. Please contact us for assistance with lost or forgotten passwords.

Your Privacy

The information you provide (business or personal, name, address, photos, etc) to us is subject to our Privacy Policy (https://s3.amazonaws.com/crave-whatsgood/marketing/WhatsGood-Privacy-Policy.pdf). We will not share your personally identifiable information with any third party vendor without first obtaining your permission.
Third-Party Products and Content
You agree that WhatsGood does not assume responsibility for any products, content, services, websites, advertisements, offers, or information that is provided by third parties and made available through the Services. If you purchase, use, or access any such products, content, services, advertisements, offers, or information through the Services, you agree that you do so at your own risk and that WhatsGood will have no liability based on such purchase, use, or access.

Representing Yourself, Your Business, and Your Listings Honestly
At WhatsGood, we value transparency. Transparency means that you honestly and accurately represent yourself, your items, and your business.

By selling on WhatsGood, you agree that you will:

1. Provide honest, accurate information in your business profile.
2. Honor WhatsGood Terms and Conditions of Use.
3. Accurately represent your items in listings and listing photos. If you are selling local beef, accurately disclose whether it is grass fed or grass finished. If any product you are selling was not grown or produced by you, its origin must be annotated.
4. Respect the intellectual property of others. If you feel someone has violated your intellectual property rights, you can report it to WhatsGood.
5. Do not create duplicate listings.
6. Do not set pricing in coordination with other vendors.

Payments and Processing
We may charge fees to Vendors for use certain services. By using this site, you (a) agree to pay all fees applicable to any and all transactions to which you, or your agent(s), successor-interest, or affiliate(s), if any, are a party, and (d) accept and agree to be bound by the payment terms and conditions in the Terms of Use.

Payment processing services for users on WhatsGood are provided by Stripe and are subject to the Stripe Connected Account Agreement (https://stripe.com/us/connect-account/legal), which includes the Stripe Terms of Service (https://stripe.com/us/legal) (collectively, the “Stripe Services Agreement”). By agreeing to this agreement or continuing to operate as a WhatsGood user, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of WhatsGood enabling payment processing services through Stripe, you agree to provide WhatsGood accurate and complete information about you and/or your business, and you authorize WhatsGood to share it and transaction information related to your use of the payment processing services provided by Stripe.

Refunds
For product or service disputes, contact our customer support at support@sourcewhatsgood.com. Refunds will be considered on a case by case basis by the selling party. Crave Food Systems cannot guarantee approval or issuance of any refunds.

Compliance with Local Laws
You acknowledge that it is your responsibility to ensure that the use of WhatsGood is permitted under the laws of your jurisdiction and you agree to indemnify and hold Crave harmless if your use of the Service is in violation of law. You agree that any products and services being transacted across the platform are done so within the limits of the federal, state and local laws.
HOW WE PROTECT YOUR INFORMATION

We take commercially reasonable steps to protect the Personal Information, the Billing Information, the Geolocational Information, and the Other Information from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. Please understand, however, that no security system is impenetrable. We cannot guarantee the security of our databases, nor can we guarantee that the information you supply will not be intercepted while being transmitted to and from us over the Internet. In particular, e-mail sent to or from the Platform may not be secure, and you should therefore take special care in deciding what information you send to us via e-mail.

Data Aggregation Analytics

Vendors may elect to connect their point-of-sale system (POS) account with a Crave website or mobile application. By voluntarily granting Crave to access your POS sales information, you will be provided anonymized data from other vendors with similar business types who have also voluntarily. At no time will your specific POS sales data and information be intentionally exposed or provided to any vendor or third party platform, except without prior written consent.

Alcohol Sales

Alcohol vendors are required to provide all applicable licenses to Crave before they can become available on the Marketplace.

Age of Consent

By using this site, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

Termination of Cancellation of Account By Vendors or Buyers

Sellers or Buyers may cancel their accounts at any time, at their sole discretion, by sending an email to support@sourcewhatsgood.com requesting to cancel account. We reserve the right to terminate a Seller or Buyer’s account in accordance with stipulations outlined in Provision of the Services paragraph above.

Links

The Platform may contain links to other websites and social media features (collectively, “third party websites”) that are not controlled and/or maintained by us. Access to and use of such other third party websites is at your own risk and subject to any terms of use and privacy policies which govern those websites. By providing these links, we shall not be deemed to endorse, recommend, approve, guarantee or introduce any third parties or their services or products, or any facts, views, advice, information, promotions and/or products found on those websites. We are not responsible for the content contained on any third party websites, or for the failure of any product or service offered for sale or advertised on any third party websites or for any damages that may result therefrom. Copyrights in the materials or information on third party websites are owned by other organizations. Moreover, third party websites may have privacy policies or terms of use that differ from those of the Website and/or may provide their users with less security than the Website. Accordingly, you should review the privacy policies and terms of use on such third party websites before using them.

Promotional Rights

By using this system, we reserve the right to promote our users and products on social media sites and other marketing materials, which may include using a user’s name or logo. Any users which do not wish to be featured in such materials may write to support@sourcewhatsgood.com to request that they be excluded from any promotions, ads, posts or other marketing materials by us.
Your Responsibilities

You must be a registered user to access and use the Services. You are responsible for your Content and your communications with others while using the Platform and the Services. You agree not to submit any Content that: (i) is known to you to be false, inaccurate or misleading; (ii) infringes anyone's copyright, patent, trademark or other intellectual property rights; (iii) violates any law, statute, ordinance or regulation; and (iv) is or may reasonably be considered to be libelous, defamatory, obscene, abusive or otherwise constitutes or advocates illegal activity.

You are responsible for ensuring that you have all necessary rights and permissions from third parties whose content you submit to the Platform.

You are responsible for maintaining and, to the extent applicable to your activities, safeguarding the confidentiality of your Content.

You are responsible for ensuring that your conduct is in compliance with any rules, regulations or laws applicable to your business or profession.

You are responsible for maintaining the confidentiality of your password and account information, and you agree that you will restrict access to your computer to avoid disclosure of such. You further agree that you will be responsible for all activity taken under your password and/or account.

Warranties and Limitation of Liability

SERVICE PROVIDED AS-IS AND RELEASE OF CLAIMS

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATSGOOD DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, EXPRESS, LEGAL, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON-INFRINGEMENT. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATSGOOD MAKES NO REPRESENTATION, WARRANTY, CONDITIONS, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES, ANY SERVICES PROVIDED BY LOCAL FOOD COURIERS OR THIRD PARTY PROVIDERS, OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES FROM VENDORS, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. WHATSGOOD DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF LOCAL FOOD COURIERS, THIRD PARTY PROVIDERS, OR VENDORS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, ANY SERVICES PROVIDED BY LOCAL FOOD COURIERS OR THIRD PARTY PROVIDERS, OR ANY PRODUCTS REQUESTED BY YOU OR DELIVERED TO YOU, REMAINS SOLELY WITH YOU.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT NEITHER WHATSGOOD NOR ITS AFFILIATES, RETAIL PARTNERS, LICENSORS, OR SUPPLIERS IS RESPONSIBLE FOR THE FITNESS OR CONDUCT OF ANY LOCAL FOOD COURIERS OR THIRD PARTY PROVIDER OR FOR ANY SERVICES PROVIDED BY ANY LOCAL FOOD COURIERS OR THIRD PARTY PROVIDER. NEITHER WhatsGood NOR ITS AFFILIATES, RETAIL PARTNERS, LICENSORS, OR SUPPLIERS WILL BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH THE ACTS OR OMISSIONS OF ANY LOCAL FOOD COURIERS OR THIRD PARTY PROVIDER.

If you have a dispute with one or more LOCAL FOOD COURIERS or Third Party Providers, you agree to release WhatsGood (including WhatsGood’s affiliates, and each of their respective officers, directors, employees, agents, shareholders, retail partners, licensors, and suppliers) from any claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to such disputes.

Furthermore, you expressly waive any rights you may have under California Civil Code Section 1542 (or analogous laws of other jurisdictions), which states: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her must, would have materially affected his or her settlement with the debtor or released party.”
LIMITATION OF LIABILITY
THIS PROVISION APPLIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

IN NO EVENT SHALL WHATSGOOD (INCLUDING ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, RETAIL PARTNERS, LICENSORS, AND SUPPLIERS) BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE SERVICES, SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, OR THESE TERMS, HOWEVER ARISING INCLUDING NEGLIGENCE, EVEN IF WHATSGOOD OR WHATSGOOD’S AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL WHATSGOOD (INCLUDING ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, RETAIL PARTNERS, LICENSORS, AND SUPPLIERS) BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY AND/OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO PHYSICAL DAMAGES, BODILY INJURY, DEATH AND/OR EMOTIONAL DISTRESS AND DISCOMFORT) ARISING OUT OF YOUR USE OF THE SERVICES, ANY SERVICES PROVIDED BY LOCAL FOOD COURIERS OR THIRD PARTY PROVIDERS, OR ANY PRODUCTS REQUESTED BY YOU OR DELIVERED TO YOU, EVEN IF WHATSGOOD OR WHATSGOOD’S AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WHATSGOOD, ITS AFFILIATES, RETAIL PARTNERS, LICENSORS, SUPPLIERS AND DISTRIBUTORS WILL NOT BE LIABLE FOR AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES, ANY SERVICES PROVIDED BY LOCAL FOOD COURIERS OR THIRD PARTY PROVIDERS, OR ANY PRODUCTS REQUESTED BY YOU OR DELIVERED TO YOU FOR MORE THAN THE GREATER OF $100 OR THE AMOUNTS PAID BY YOU TO WHATSGOOD FOR THE PAST 12 MONTHS OF THE SERVICES.

We are not responsible for any damages or loss related to your reliance on any outdated version of these Terms of Use, including, but not limited to, any outdated version of our Privacy Policy.

Certain jurisdictions prohibit the limitation of liability for certain types of damages or prohibit waivers against future fraud, and accordingly, such limitations or waivers may not apply to you. In such jurisdictions, our liability is limited to the greatest extent allowable under applicable law.

Indemnity
You will indemnify us, and each of our parent, subsidiary and affiliated entities, furnishing entities, officers, directors, members, employees, representatives, licensees, agents, successors, assignees and partners, from and against any and all claims, demands, losses, liabilities, damages, costs and expenses (including but not limited to attorney’s fees) suffered, incurred or brought against any one or more of them by a third party relating to, or arising from or in connection with: (i) your breach or alleged breach of any of your representations and/or warranties set forth in these Terms of Use; (ii) your Content; (iii) your use of the Platform; and/or (iv) any violation of these Terms of Use. You agree that your representations and warranties, and your obligation to indemnify us, shall survive beyond any term for which these Terms of Use are in effect.

Electronic Communications
When you communicate with us electronically or use WhatsGood, via email or otherwise, you consent to receive electronic communications from us. You agree that all communications (including, but not limited to all notices, agreements and disclosures) that we provide to you electronically satisfy any legal requirement that such communication be in writing. We encourage you to retain your own copies of relevant information and Content.
Acquisition of Business

In the event that Crave and/or any of its affiliated entities is involved in a merger, acquisition, consolidation, restructuring, reorganization, liquidation, sale or similar transaction relating to any portion of its business and/or assets, you hereby acknowledge and agree that this Platform, all data collected on this Platform, and all rights of Crave and its affiliated entities hereunder may be included in the assets of, and/or transferred pursuant to, such transaction. If that occurs, we will post a notice to such effect on this Platform.

Contact Us

If you have any questions concerning this Platform or any of the policies set forth in these Terms of Use, please contact us at support@sourcewhatsgood.com.

Copyright Infringement - Notice and Take-Down Policy

WhatsGood values intellectual property and respects the intellectual property rights of others, and will remove materials on its Platform that infringe the copyrights of others. If you believe that your copyrighted material has been infringed by material contained on this Platform, then pursuant to Title 17, United States Code, § 512, you may notify WhatsGood’s Designated Agent in writing as follows:

Name of Designated Agent: William Araujo
Electronic Mail Address: support@sourcewhatsgood.com

In your notice, you must include the following:

1. A physical or electronic signature of the owner of an exclusive right that is being infringed or of a person authorized to act on behalf of such owner.
2. Identification of the copyrighted work(s) that is (are) allegedly being infringed.
3. Identification of the materials that are causing the infringement and that are to be removed, along with sufficient information to allow us to locate such materials.
4. Contact information (i.e., name, address, email address) sufficient to enable us to contact you.
5. A statement to the effect that you have a good faith belief that the complained of use of the material was not authorized by the owner of the copyright, its agent or the law.
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the exclusive right that is allegedly being infringed.

Use in the United States

This Platform is intended for use within the United States, and we control and operate the Platform from the United States. We make no representation that materials on the Site are appropriate or available for use outside the United States. If you choose to access this Site from outside the United States, you do so at your own risk and are responsible for compliance with local laws, if and to the extent local laws are applicable.

U.S. Export Controls

Software from or related to this Platform may be subject to United States export controls or the export controls of other countries from where you access the Site. No Software may be downloaded from the Platform or otherwise exported or re-exported in violation of U.S. or other countries’ export laws, as applicable. Downloading or using the Software is at your sole risk.
Disputes and Governing Law

Use of this Platform and these Terms of Use shall be governed by the laws of the State of Rhode Island of the United States of America, without regard to its conflict of law provisions. In the event that any portion of these Terms of Use are deemed unenforceable, unlawful or void by a tribunal of competent jurisdiction, in any jurisdiction for any reason, unless narrowed by construction, such portion of these Terms of Use shall, for purposes of such jurisdiction only, be construed as if such invalid, prohibited or unenforceable portion had been more narrowly constructed so as not to be invalid, prohibited or unenforceable (or if such provision cannot be drawn narrowly enough, the tribunal making any such determination shall have the power to modify such portion of these Terms of Use to the extent necessary to make such portion of these Terms of Use enforceable in such jurisdiction, and such portion shall then be applicable in such modified form in such jurisdiction). If, notwithstanding the foregoing, any such portion of these Terms of Use would be held to be invalid, prohibited or unenforceable in any jurisdiction for any reason, such portion, as to such jurisdiction only, shall be ineffective to the extent of such invalidity, prohibition or unenforceability, without invalidating the remaining provisions set forth in these Terms of Use. No narrowed construction, modification or invalidation of any portion of the Terms of Use shall affect the construction, validity or enforceability of such portion in any other jurisdiction. No waiver by us of any term or condition of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or of any other term or condition, and our failure to assert any right or demand compliance with any provision of these Terms of Use shall not be deemed to constitute a waiver of any such right or provision.

Except where prohibited by law, as a condition of you clicking acceptance of these Terms of Use and/or accessing and/or using this Platform, you agree that (1) any and all disputes and causes of action arising out of or connected with this Platform shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration in Rhode Island within one year from the date that the cause of action arose (or, if multiple cause of actions are involved, from the date that the first cause of action arose), with such arbitration conducted pursuant to the then prevailing rules of the American Arbitration Association; and (2) judgment upon such arbitration award may be entered in any court having jurisdiction. To the fullest extent permitted by law, no arbitration brought pursuant hereto shall be joined to any other action or arbitration.

To the fullest extent permitted at law, under no circumstances will you be permitted to obtain an award for, and by accessing and/or using the Site you waive all rights to claim, punitive, incidental, consequential or any other damages (including multiplied and/or increased damages and/or attorneys’ fees and court costs) for, any dispute or cause of action that you may have that relates in whole or part to this Platform and/or the Materials. Notwithstanding anything to the contrary set forth in these Terms of Use or otherwise, your recovery with respect to any and all claims, judgments, and awards for which you are entitled shall, to the fullest extent permitted at law, be limited to your actual out-of-pocket costs incurred, excluding attorneys’ fees and court costs.

Notwithstanding anything to the contrary set forth in these Terms of Use, we may at any time seek injunctive or other appropriate relief against you and/or against others, in any state or federal court in the state of Rhode Island and/or in any other court chosen by us, in the event that we believe that there is a violation, or a threatened violation, that has jurisdiction over any of our intellectual property rights and, in such case, you hereby consent to the exclusive jurisdiction and venue of such court.