

Carehood.co Terms of Use

Welcome to www.carehood.co (together with its subdomains, Content, Marks and services, the “**Site**”). Please read the following Terms of Use carefully before using this Site so that you are aware of your legal rights and obligations with respect to SFBI (Small Factory Big Ideas) Ltd. (“**Carehood**”, “**we**”, “**our**” or “**us**”). By accessing or using the Site, you expressly acknowledge and agree that you are entering a legal agreement with us and have understood and agree to comply with, and be legally bound by, these Terms of Use, together with the Privacy Policy (the “**Terms**”). You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. If you do not agree to be bound by these Terms please do not access or use the Site.

1. **Background.** The Site is intended as a tool to assist friends and family to care for someone they love who is going through challenging times showing what help their loved one or friend needs and where they can pitch in to make a real difference in his or life through the creation of “Care Packages” (defined below).
2. **Modification.** We reserve the right, at our discretion, to change these Terms at any time. Such change will be effective ten (10) days following posting of the revised Terms on the Site, and your continued use of the Site thereafter means that you accept those changes.
3. **Ability to Accept Terms.** The Site is only intended for individuals aged thirteen (13) years or older. If you are under 13 years please do not visit or use the Site. If you are between 13 and 18 years of age, then you must review these Terms with you parent or guardian before visiting or using the Site to make sure that you and your parent or guardian understand these Terms and agree to them.
4. **Site Access.** For such time as these Terms are in effect, we hereby grant you permission to visit and use the Site provided that you comply with these Terms and applicable law.
5. **Restrictions.** You shall not: (i) copy, distribute or modify any part of the Site without our prior written authorization; (ii) use, modify, create derivative works of, transfer (by sale, resale, license, sublicense, download or otherwise), reproduce, distribute, display or disclose Content (defined below), except as expressly authorized herein; (iii) disrupt servers or networks connected to the Site; (iv) use or launch any automated system (including without limitation, “robots” and “spiders”) to access the Site; and/or (v) circumvent, disable or otherwise interfere with security-related features of the Site or features that prevent or restrict use or copying of any Content or that enforce limitations on use of the Site.
6. **Care Packages.**
 - 6.1. **Description.** The Site enables you to create a page with recommendations (“**Care Package**”) for how people can help the person in need (“**Care Package Recipient**”), with a link to a “Paypal” account where funds for the items recommended can be transferred.
 - 6.2. **Permissions and Responsibility.** Without limitation to Sections 7 (*Account*) and 11 (*User Submissions*) below, if you create a Care Package for someone other than yourself, you represent and warrant that (a) you are personally familiar with the Care Package Recipient; (b) you have obtained permission from the Care Package Recipient to create the Care Package and to your providing information and content about the Care Package Recipient to us (including without limitation any Paypal account information of the Care Package Recipient) and for others to see such information and content (and to be used in accordance with these Terms and our privacy policy, see Section 15 below); and (c) that any and all information provided by you with respect to any Care Package, including any “Paypal” account information is accurate.
 - 6.3. **Restrictions.** Without limitation to Section 11.4 (*User Submissions - Prohibited Content*) below, you may not set up or contribute to a Care Package, volunteer for a task or otherwise use the Site to raise funds for, or solicit participation of any kind in, any commercial or business purpose or activity, or any of the following: (a) illegal activities (under any applicable law) or activities which create a risk to a person’s safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement; (b) illegal drugs, narcotics, steroids, controlled substances or other products that present a risk to consumer safety or any related paraphernalia; (c) knives, explosives, ammunition, firearms, or other weaponry or accessories; (d) annuities, investments, equity or lottery contracts, lay-away systems, off-shore banking or similar transactions, money service businesses (including currency exchanges, check cashing or the like), debt collection or cryptocurrencies; (e) gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, fantasy sports, horse or greyhound racing, off-track betting,

lottery tickets, other ventures that facilitate gambling, games of skill or chance (whether or not it is legally defined as a lottery) or sweepstakes; (f) any activity that promotes hate, violence, harassment, discrimination or terrorism, or racial, ethnic, or gender intolerance of any kind; (g) activities with, in, or involving countries, regions, governments, persons, or entities (including but not limited to Specially Designated Nationals) that are subject to U.S. economic sanctions, unless authorized by the Office of Foreign Assets Control, U.S. Department of the Treasury; (h) human trafficking or exploitation; (i) pornography or other sexual content, adult entertainment, or offensive, graphic, perverse or sensitive content; (j) the defense or support of anyone alleged to be involved in criminal activity; (k) an abortion or ending the life of any living thing; or (l) any other activity which is prohibited by these Terms.

7. **Account.** In order to use some of the services of the Site, including setting up a Care Package you must create an account ("**Account**"). You agree not to create an Account for anyone else or use the account of another without their permission. When creating your Account, you must provide accurate and complete information. You are solely responsible for the activity that occurs in your Account, and you must keep your Account password secure. You must notify Carehood immediately of any breach of security or unauthorized use of your Account. As between you and Carehood, you are solely responsible and liable for the activity that occurs in connection with your Account. If you wish to delete your Account you may send an email request to Carehood at info@carehood.co.
8. **Payments for Site Use.** Except as expressly set forth in the Terms, your general right to access and use the Site is currently for free, but in the future we may charge a fee for certain access or usage. You will not be charged for any such access or use of the Site unless you first agree to such charges, but please be aware that any failure to pay applicable charges may result in you not having access to some or all of the Site.
9. **Giving.** By clicking on the "Continue to Payment" or similar button on the Site you will be taken to a page on www.paypal.com ("**Paypal**") on which you may transfer the applicable amount of money for the Care Package item you have chosen to give money to the Care Package Recipient for, to the Paypal account of the Care Package Recipient, as defined by the user who set up the Care Package. Such transfer of funds is not necessarily a tax-deductible or tax-exempt donation (and may not have similar status) under applicable law. The use of Paypal, the transfer of any funds, any fees payable to Paypal, and the use of all information you may provide Paypal in executing the transfer (including any payment or credit card information) are governed by Paypal's terms and conditions and policies, available at <https://www.paypal.com/il/webapps/mpp/ua/legalhub-full>. Carehood has no control over transfers through Paypal, access to transferred funds, the accounts to which they are sent, and cannot recall or cancel transfers, and does not monitor or verify the use of the funds or the identity of the Paypal account holder. YOU ARE RESPONSIBLE FOR VERIFYING THE IDENTITY OF THE OWNER OF THE PAYPAL ACCOUNT TO WHICH YOU TRANSFER ANY SUMS OF MONEY. You acknowledge and agree that the amount of your gift to the Care Package Recipient may be viewable by the Care Package Recipient and others and that may be seen by others as associated with the Gift for which you have transferred funds.
10. **Intellectual Property Rights.**
 - 10.1. **Content and Marks.** The (i) content on the Site, including without limitation, the text, documents, articles, brochures, descriptions, products, software, graphics, photos, sounds, videos, interactive features, and services (collectively, the "**Materials**"), (ii) and User Submissions, as defined below (together with the Materials, the "**Content**"), and (iii) the trademarks, service marks and logos contained therein ("**Marks**"), are the property of Carehood and/or its licensors and may be protected by applicable copyright or other intellectual property laws and treaties. "Carehood", the Carehood logo, and other marks are Marks of Carehood or its affiliates. All other trademarks, service marks, and logos used on the Site are the trademarks, service marks, or logos of their respective owners. We reserve all rights not expressly granted in and to the Site and the Content.
 - 10.2. **Use of Content.** Content on the Site is provided to you for your information and personal use only and may not be used, modified, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled, or otherwise exploited for any other purposes whatsoever without our prior written consent. If you download or print a copy of the Content you must retain all copyright and other proprietary notices contained therein.
11. **User Submissions.**
 - 11.1. **Responsibility.** The Site may permit the submission, hosting, sharing and publishing of Content by you or other users ("**User Submissions**"). User Submissions include, without limitation, all information and

Content which may be provided by you about yourself or the Care Package Recipient (if other than yourself), items which may be added through the Dashboard such as Gift items added to a "Care Package" or "Tasks" added to a "Calendar." You understand that whether or not such User Submissions are published, we do not guarantee any confidentiality with respect to any User Submissions. You shall be solely responsible for your User Submissions and the consequences of posting, publishing or uploading them. We have complete discretion whether to publish your User Submissions and we reserve the right in our sole discretion and without further notice to you, to monitor, censor, edit, remove, delete, and/or remove any and all Content posted on the Site (including User Submissions or an entire Care Package) at any time and for any reason.

- 11.2. Ownership. Without limitation to Section 11.4 (*Care Packages - Restrictions*) above, You represent and warrant that you own or have the necessary rights and permissions to use and authorize Carehood to use all Intellectual Property Rights (defined below) in and to your User Submissions, and to enable inclusion and use thereof as contemplated by the Site and these Terms. Unless the User Submissions are separately referred to, all references herein to Content shall include references to User Submissions. **"Intellectual Property Rights"** means any and all rights, titles and interests, whether foreign or domestic, in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, or similar intellectual property rights, as well as any and all moral rights, rights of privacy, publicity and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, foreign or domestic. You retain all of your ownership rights in and to your User Submissions.
- 11.3. License to User Submissions. By submitting the User Submissions to the Site or CareHood, you hereby grant CareHood a worldwide, irrevocable, non-exclusive, royalty-free, perpetual, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with the Site and CareHood's business, including without limitation for publishing and redistributing part or all of your User Submissions (and derivative works thereof) in any media formats and through any media channels and, and you hereby waive any moral rights in your User Submissions, to the extent permitted by law. You also hereby grant each user of the Site or other viewer or user of the User Submission a non-exclusive right to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions, as the Site may enable such users to do, all in accordance with these Terms. For clarity, this paragraph provides Carehood with a license to use the Content, but Personal Information will only be used and disclosed to others in accordance with our Privacy Policy (defined below).
- 11.4. Prohibited Content. You agree that you will not display, post, submit, publish, upload or transmit a User Submission that: (i) is unfair or deceptive under the consumer protection laws of any jurisdiction; (ii) is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights; (iii) creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement; (iv) impersonates another person; (v) promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking; (vi) is unlawful, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law, or is inappropriate; (vii) involves theft or terrorism; or (viii) is otherwise malicious or fraudulent.
- 11.5. Exposure. You understand and acknowledge that when accessing and using the Site: (i) you will be exposed to User Submissions from a variety of sources, and that Carehood is not responsible for the accuracy, usefulness, safety, or the Intellectual Property Rights of, or relating to, such User Submissions; and (ii) you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable. You hereby agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against Carehood with respect to (i) and (ii) herein.
- 11.6. Spam. You agree not to, and will not, use the communications systems provided by the Site to send unauthorized commercial communications and you shall be solely responsible and liable for any such unauthorized communications.

12. Third Party Sources and Content.

- 12.1. The Site may enable you to view, access, link to, and use content from Third Party Sources (defined below) that are not owned or controlled by us ("**Third Party Content**"). The Site may also enable you to communicate and interact with Third Party Sources. "**Third Party Source(s)**" means: (i) third party websites and services; and (ii) our partners and customers.
- 12.2. We are not affiliated with and have no control over any Third Party Sources. We do not assume any responsibility for the content, terms of use, privacy policies, actions or practices of, any Third Party

Sources. Please read the terms of use and privacy policy of any Third Party Source that you interact with before you engage in any such activity.

- 12.3. We are not responsible for, and we expressly disclaim all warranties regarding, the accuracy, appropriateness, usefulness, safety, or Intellectual Property Rights (defined below) of, or relating to, any Third Party Content.
- 12.4. We do not endorse any advertising, promotions, campaigns, products, services or other materials that is included in any Third Party Content or that is communicated to you from a Third Party Source.
- 12.5. By using the Site you may be exposed to Third Party Content that is inaccurate, offensive, indecent, or objectionable. You always have the choice of deciding whether or not to interact with a Third Party Source or to view and use Third Party Content. Your interaction with a Third Party Source and your use of, and reliance upon, any Third Party Content is at your sole discretion and risk.
- 12.6. You are solely responsible and liable for your interaction with a Third Party Source. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against Carehood, and release Carehood from any and all liability, arising from your use of and interaction on any Third Party Content and from your interaction with any Third Party Source. If you have any query or complaint regarding a Third Party Source or any Third Party Content, you agree to contact the Third Party Source directly.
- 13. Information Description.** We attempt to be as accurate as possible. However, we cannot and do not warrant that the Content available on the Site is accurate, complete, reliable, current, or error-free. We reserve the right to make changes in or to the Content, or any part thereof, in our sole judgment, without the requirement of giving any notice prior to or after making such changes to the Content. Your use of the Content, or any part thereof, is made solely at your own risk and responsibility.
- 14. Links.**
 - 14.1. The Site may contain links, and may enable you to post content, to third party websites that are not owned or controlled by Carehood. We are not affiliated with, have no control over, and assume no responsibility for the content, privacy policies, or practices of, any third party websites. You: (i) are solely responsible and liable for your use of and linking to third party websites and any content that you may send or post to a third party website; and (ii) expressly release Carehood from any and all liability arising from your use of any third party website. Accordingly, we encourage you to read the terms and conditions and privacy policy of each third party website that you may choose to visit.
 - 14.2. Carehood permits you to link to the Site provided that: (i) you link to but do not replicate any page on this Site; (ii) the hyperlink text shall accurately describe the Content as it appears on the Site; (iii) you shall not misrepresent your relationship with Carehood or present any false information about Carehood and shall not imply in any way that we are endorsing any services or products, unless we have given you our express prior consent; (iv) you shall not link from a website ("**Third Party Website**") which prohibits linking to third parties; (v) the Third Party Website from which you link does not contain content that (a) is offensive or controversial (both at our discretion), or (b) infringes any intellectual property, privacy rights, or other rights of any person or entity; and/or (vi) you, and the applicable Third Party Website, comply with these Terms and applicable law.
- 15. Privacy.** We will use any personal information that we may collect or obtain in connection with the Site in accordance with our privacy policy which is available at www.carehood.co/privacy ("**Privacy Policy**"). You agree that we may use personal information that you provide or make available to us in accordance with the Privacy Policy.
- 16. Copyright Policy.** It is our policy to respect the legitimate rights of copyright and other intellectual property owners, and we will respond to clear notices of alleged copyright infringement in accordance with our Copyright and Content Policy which may be viewed at: www.carehood.co/copyright ("**Copyright Notice**").
- 17. Warranty Disclaimers.**
 - 17.1. This section applies whether or not the services provided under the Site are for payment. Applicable law may not allow the exclusion of certain warranties, so to that extent certain exclusions set forth herein may not apply.
 - 17.2. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. CAREHOOD HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED

WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE. CAREHOOD DOES NOT GUARANTEE THAT THE SITE WILL BE FREE OF BUGS, SECURITY BREACHES, OR VIRUS ATTACKS. THE SITE MAY OCCASIONALLY BE UNAVAILABLE FOR ROUTINE MAINTENANCE, UPGRADING, OR OTHER REASONS. YOU AGREE THAT CAREHOOD WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS OF THE INTERNET, SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS. WE DO NOT WARRANT, ENDORSE OR GUARANTEE ANY CONTENT, PRODUCT, OR SERVICE THAT IS FEATURED OR ADVERTISED ON THE SITE BY A THIRD PARTY.

- 17.3. THE SITE IS NOT INTENDED TO PROVIDE MEDICAL ADVICE OR TO REPLACE CONSULTATIONS WITH APPROPRIATE MEDICAL PROFESSIONALS. CAREHOOD DOES NOT WARRANT, ENDORSE OR GUARANTEE ANY CONTENT THAT APPEARS IN A USER SUBMISSION, OR ANY RECOMMENDATIONS IN A CARE PACKAGE (INCLUDING CARE PACKAGE ITEMS OR CALENDAR TASKS), INCLUDING ANY PRODUCTS, SERVICES OR OTHER ACTIVITIES RECOMMENDED, INCLUDING WITHOUT LIMITATION ANY MEDICAL PROCEDURES, OR THE COMPETENCE, RELIABILITY, IDENTITY, OF ANY OF THE PROVIDERS ANY SUCH PRODUCTS OR SERVICES AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO, AND DISCLAIMS ALL LIABILITY FOR, ANY SUCH CONTENT, RECOMMENDATIONS, PRODUCTS, SERVICES OR OTHER ACTIVITIES.
- 17.4. YOU SPECIFICALLY ACKNOWLEDGE THAT CAREHOOD SHALL NOT BE RESPONSIBLE FOR THE USER SUBMISSIONS OR CONDUCT (INCLUDING DEFAMATORY, OFFENSIVE, ILLEGAL, OR NEGLIGENT CONDUCT) OF ANY SITE USER AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.
- 17.5. CAREHOOD DOES NOT WARRANT, ENDORSE, MONITOR OR VERIFY THE IDENTITY OF THE OWNER OF ANY PAYPAL ACCOUNT TO WHICH A CARE PACKAGE IS LINKED OR THE PERSON WHO HAS CREATED A PARTICULAR CARE PACKAGE, THE ACTIVITIES FOR WHICH TRANSFERRED FUNDS ARE ULTIMATELY USED, OR ANY TASKS FOR WHICH YOU MAY VOLUNTEER. YOUR DECISION TO GIVE MONEY FOR A CARE PACKAGE ITEM AND TRANSFER MONEY TO A RECIPIENT'S PAYPAL ACCOUNT OR VOLUNTEER OR PARTICIPATE IN ANY TASKS LISTED, AND YOUR RELIANCE ON, OR USE OF, ANY USER SUBMISSION, RECOMMENDATIONS, OR INTERACTION WITH ANY SITE USER OR OWNER, IS AT YOUR SOLE RISK. IF YOU HAVE A DISPUTE WITH ANY SITE USER OR OWNER IN CONNECTION WITH THE SITE OR ANY USER SUBMISSION, YOU AGREE THAT CAREHOOD IS NOT LIABLE FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH SUCH A DISPUTE. CAREHOOD RESERVES THE RIGHT, BUT HAS NO OBLIGATION, TO MONITOR ANY SUCH DISPUTE.
- 17.6. EXCEPT AS EXPRESSLY STATED IN OUR PRIVACY POLICY, CAREHOOD DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SECURITY OF ANY INFORMATION YOU MAY PROVIDE OR ACTIVITIES YOU ENGAGE IN DURING THE COURSE OF YOUR USE OF THE SITE.

18. Limitation of Liability.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, AND TO THE FULLEST EXTENT PERMISSIBLE BY LAW:

- 18.1. CAREHOOD SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY KIND, OR FOR ANY LOSS OF DATA, REVENUE, PROFITS OR REPUTATION, ARISING UNDER THESE TERMS OR OUT OF YOUR USE OF, OR INABILITY TO USE, THE SITE, EVEN IF CAREHOOD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitations may not apply to you.
 - 18.2. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CAREHOOD FOR ANY DAMAGES ARISING UNDER THESE TERMS OR OUT OF YOUR USE OF, OR INABILITY TO USE, THE SITE EXCEED THE TOTAL AMOUNT OF FEES, IF ANY, PAID BY YOU TO CAREHOOD FOR USING THE SITE DURING THE THREE (3) MONTHS PRIOR TO BRINGING THE CLAIM.
- 19. Indemnity.** You agree to defend, indemnify and hold harmless Carehood and our affiliates, and our respective officers, directors, employees and agents, from and against any and all claims, damages,

obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of, or inability to use, the Site; (ii) your User Submissions; (iii) your interaction with any Site user; or (iv) your violation of these Terms.

- 20. Term and Termination.** These Terms are effective until terminated by Carehood or you. Carehood, in its sole discretion, has the right to terminate these Terms and/or your access to the Site, or any part thereof, immediately at any time and with or without cause (including, without any limitation, for a breach of these Terms). Carehood shall not be liable to you or any third party for termination of the Site, or any part thereof. If you object to any term or condition of these Terms, or any subsequent modifications thereto, or become dissatisfied with the Site in any way, your only recourse is to immediately discontinue use of the Site. Upon termination of these Terms, you shall cease all use of the Site. This Section 20 and Sections 5 (*Restrictions*), 6.3 (*Care Packages – Restrictions*), 8 (*Intellectual Property Rights*), 11.3 (*User Submissions - License to User Submissions*), 11.4 (*User Submissions - Prohibited Content*), 15 (*Privacy*), 17 (*Warranty Disclaimers*), 18 (*Limitation of Liability*), 19 (*Indemnity*), and 21 (*Independent Contractors*) to 23 (*General*) shall survive termination of these Terms.
- 21. Independent Contractors.** You and Carehood are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between you and Carehood. You must not under any circumstances make, or undertake, any warranties, representations, commitments or obligations on behalf of Carehood.
- 22. Assignment.** These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by Carehood without restriction or notification to you.
- 23. General.** Carehood reserves the right to discontinue or modify any aspect of the Site at any time. These Terms and the relationship between you and Carehood shall be governed by and construed in accordance with the laws of the State of Israel, without regard to its principles of conflict of laws. You agree to submit to the personal and exclusive jurisdiction of the courts located in Tel Aviv-Jaffe, Israel, and waive any jurisdictional, venue, or inconvenient forum objections to such courts, provided that Carehood may seek injunctive relief in any court of competent jurisdiction. These Terms shall constitute the entire agreement between you and Carehood concerning the Site. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

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