

Effective as of 03/30/2023:

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You agree that you are not under thirteen (13) years of age. The Website is intended for users over the age of eighteen (18) and we do not intend to collect information from anyone under the age of thirteen (13).

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THIS COMPANY DOES NOT HOWEVER EXCLUDE LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE. THE ABOVE EXCLUSIONS AND LIMITATIONS APPLY ONLY TO THE EXTENT PERMITTED BY LAW. NONE OF YOUR STATUTORY RIGHTS AS A CONSUMER ARE AFFECTED.

XI. GOVERNING LAW

The Terms & Conditions and any separate agreements whereby we provide you Services shall be governed and construed in accordance with the laws of Washington, without reference to any conflict of laws rules.

The Website is hosted in the United States. If you access the Website from a location outside of the United States, you are responsible for compliance with all local laws. You agree that you will not use the Website or Services in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

XII. DISPUTES

You and the Company agree that if there is any dispute concerning these Terms & Conditions any such dispute shall only be resolved by arbitration, after first giving written notice to the other party and the opportunity to discuss resolution within thirty (30) days of such written notice. You and the Company both waive the right to a jury trial.

YOU AND THE COMPANY WAIVE THE RIGHT TO COMMENCE, BE A PARTY TO, JOIN OR BE AN ACTUAL OR PUTATIVE CLASS MEMBER OF ANY CLASS, COLLECTIVE OR REPRESENTATIVE ACTION OF ANY KIND IN ANY FORUM, INCLUDING IN COURT AND ARBITRATION, ARISING FROM OR RELATED TO THE WEBSITE, OUR SERVICES AND/OR THIS TERMS & CONDITIONS.

XII. SEVERABILITY

To the extent that any provision of this Terms & Conditions is deemed to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms & Conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

XIV. TERMINATION

These Terms & Conditions are effective until terminated. We may terminate this agreement at any time without notice to you and may deny you access to the Website and Services.

XV. INDEMNIFICATION

To the fullest extent permitted by law, and except to the extent arising from our negligence, recklessness, gross negligence, or intentional misconduct, you agree to indemnify, defend, and hold harmless the Company, and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees made by any third-party due to or arising out of your breach of these Terms & Conditions or the documents they incorporate by reference, or your violation of any law or rights of a third-party. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with us in asserting any available defenses. You shall not settle any actions or claims on our behalf without our prior written consent.

XVI. NO THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries to the Terms & Conditions. We shall have the right to assign its rights or delegate any of its responsibilities under these Terms & Conditions to an affiliate or in connection with a merger, consolidation, or reorganization for the sale of substantially all of our assets.

XVII. CHANGES TO THIS TERMS & CONDITIONS

We reserve the right to change, modify, or amend these Terms & Conditions at any time to reflect changes in our practices and service offerings. If we modify our Terms & Conditions, we will update the “Effective Date” and such changes will be effective upon posting. It is your obligation to check our current Terms & Conditions for any changes.

These Terms & Conditions may only be modified in writing. Any ambiguities in the interpretation will not be construed against the drafter.

XVIII. QUESTIONS

If you have any questions about this Terms & Conditions, please write us at Lindsey Law, PLLC at 15501 N. Adeline Ln., Spokane, WA 99028 or call us at 855.472.6525.