

Terms & Conditions

As of October 2024

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE AND ENGAGING WITH THE PRODUCTS AND SERVICES OFFERED THROUGH IT.

By accessing the sites

- „The Roastery Academy – www.letsroassuccess.com“ ,
- „Philipp Ruebenhaus – www.ruebenhaus.com“ *and/or*
- „Success Roastery Society – www.successroasterysociety.com“ ,

purchasing, or utilizing any products or services provided by Philipp Ruebenhaus, also doing business as The Roastery Academy and Success Roastery Society (“COMPANY”, „WE“, „OUR“), you are agreeing to be bound by these Terms and Conditions. We reserve the right to amend these Terms and Conditions at any time, and it is your responsibility to review them periodically for updates. Any changes made will be effective immediately upon posting, and by continuing to use this site after changes are posted, you accept and agree to adhere to the updated Terms and Conditions. Please note that the Terms and Conditions in effect at the time of any purchase or service utilization will apply to that transaction. If you do not accept these Terms and Conditions, please refrain from using this website and engaging with our products and services.

This Agreement also includes the COMPANY’s Privacy Policy, which is incorporated herein by reference and forms an integral part of the Terms and Conditions. Your use of this site and participation in COMPANY’s offerings signifies your acknowledgment and agreement to the Privacy Policy. You can find the Privacy Policy on the web appearances mentioned above.

Scope of Terms and Conditions

These Terms and Conditions govern your use of our website and the purchase of products and services offered through our platform. By accessing, browsing, or using our website, and by purchasing any of our products or services, you acknowledge that you have read, understood, and agree to be bound by these terms.

Our offerings include a range of digital and physical products such as live-online-workshops, on-demand courses, e-books, and physical books, as well as personalized services like live-on-site consulting. These Terms and Conditions apply to all types of transactions and interactions on our website, ensuring a clear understanding of the rights and obligations of all parties involved.

It is important to review these Terms and Conditions periodically as they may be updated or modified from time to time. Your continued use of our website and services constitutes your agreement to any changes or revisions to these Terms and Conditions.

Restrictions on Use

By accessing and using our website and services, you agree to comply with the following restrictions:

- **Lawful Use:** You may not use our services for any unlawful purposes or in a way that is prohibited by these terms. You agree to comply with all applicable local, state, national, and international laws and regulations.
- **No Unauthorized Access:** You are prohibited from attempting to gain unauthorized access to any portion or feature of our website, or any other systems or networks connected to our website or to any of our services, by hacking, password "mining," or any other illegitimate means.
- **No Interference:** You agree not to interfere or attempt to interfere with the proper working of the website or any activities conducted on the website. This includes refraining from using any device, software, or routine that imposes an unreasonable or disproportionately large load on our website's infrastructure.
- **No Redistribution:** The services and content provided on our website are for your personal and non-commercial use only. Except as expressly permitted by us in writing, you may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products, or services obtained from our services.
- **No Harmful Actions:** You must not transmit or upload any material to our website that contains viruses, Trojan horses, worms, time bombs, or any other harmful or deleterious programs.
- **Intellectual Property:** You may not use any of our intellectual property without our prior written consent. This includes trademarks, service marks, logos, or any other proprietary information or material we have posted on the website.

Violating any of these restrictions may lead to termination of your access to the website and services, and may subject you to civil and/or criminal penalties.

Links

Our services may contain links to third-party web sites or services that are not owned or controlled by our company. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s) or their content. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party web sites or services.

You acknowledge and agree that our company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit. Your use of these external sites is at your own risk, and we recommend exercising caution and reviewing the privacy statements applicable to the third-party websites in question.

Limitation of Liability

In no event shall our company, nor any of its officers, directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use our services; (ii) any conduct or content of any third party on our services; (iii) any content obtained from our services; and (iv) unauthorized access, use, or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed its essential purpose.

Our total liability for all claims made about the service in any month will be no more than what you paid us for the service the month before.

We do not disclaim liability for any intentional and grossly negligent acts or omissions. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. In such cases, our liability will be limited to the fullest extent permitted by applicable law.

No Personal Advice

The information and content provided through our services, including but not limited to text, graphics, images, and other material, are for informational purposes only and are not intended to substitute for professional advice, diagnosis, or treatment. Our services do not constitute coaching, consulting, financial, healthcare, legal, or any other type of professional advice.

You acknowledge that our services are not tailored to your individual circumstances and are not personalized to you. Any decisions you make, and the consequences thereof are your own. Under no circumstances can you hold us liable for any actions that you take nor can you hold us liable for any loss or damage incurred as a result of using our service.

We recommend that you consult with a qualified professional advisor who is familiar with your specific circumstances before making any decisions. Our services are not a substitute for the consultation with a professional advisor. We expressly disclaim any liability or responsibility for any outcomes or results that may be obtained through the use of the information provided on our services.

Parental Permission - Minimum Age Requirement

This Site is not directed to persons under the age of 13. We will not knowingly collect personally identifiable information from persons under 13.

Our services are not targeted towards, nor intended for use by, anyone under the age of 18. By engaging in our services, or purchasing our products, you represent and warrant that you are at least 18 years of age or, if under 18, that you have obtained parental or guardian consent to enter into these Terms and Conditions.

Parents and guardians are encouraged to take an active role in their children's online activities. If you, as a parent or guardian, have agreed to allow your child to use our website and services, you agree to

be bound by these Terms and Conditions on behalf of your child and are responsible for your child's activity on the website.

We reserve the right to request proof of age at any stage to verify that minors under the age of 18 are not using the website. In the case where a user under the age of 18 has provided us with personal information without parental or guardian consent, we will take steps to remove such information from our databases.

Copyrights and Trademarks

The content, organization, graphics, design, compilation, and other matters related to our services are protected under applicable copyrights, trademarks, and other proprietary rights. The copying, redistribution, use, or publication by you of any such content or any part of our services is strictly prohibited without the express written permission of our company.

Our company name, logos, and all related names, logos, product and service names, designs, and slogans are trademarks of our company or its affiliates or licensors. You must not use such marks without the prior written permission of our company. All other names, logos, product and service names, designs, and slogans on our services are the trademarks of their respective owners.

You agree to respect the intellectual property rights of others and to refrain from unauthorized use of any copyrighted material, trademarks, or other proprietary information accessible through our services. Unauthorized use may violate copyright and trademark laws and could result in your liability for damages.

User Public Forum Submission/Participation Policy and Terms

a) General

By participating in any public forums, comment sections, or interactive areas on our website, you agree to abide by these terms and conditions, which are designed to ensure a constructive, respectful, and engaging community environment. Your participation in these forums is subject to the following general guidelines:

- **Respectful Communication:** All interactions should be conducted with respect and courtesy toward other users. Abusive, offensive, or harassing comments or content will not be tolerated.
- **Relevant Contributions:** Contributions should be relevant to the topic under discussion and add value to the conversation. Spam, promotional material, or off-topic comments may be removed.
- **Privacy:** Respect the privacy of others. Do not share personal or confidential information about others without their explicit consent.
- **Intellectual Property:** Do not post content unless you have the right to do so. This includes respecting copyright and trademark laws.
- **Compliance:** Follow all applicable laws and regulations, including those relating to defamation, discrimination, and incitement.
- **Moderation:** We reserve the right to moderate, edit, or remove content that violates these guidelines or our terms and conditions, and to restrict or terminate user access for repeated violations.

Your participation in our forums signifies your understanding and agreement to these guidelines, contributing to a positive and informative community experience for all users.

b) Your Participation/Contribution Requires Consideration

When you contribute, post, or submit content to any public forum or interactive feature on our website, you understand and agree that such participation requires consideration from you. This consideration includes, but is not limited to, your adherence to the rules and guidelines established for such forums, your active engagement in a constructive and respectful manner, and your responsibility for the content you share.

By participating in our public forums, you grant us a perpetual, non-exclusive, worldwide, royalty-free, transferable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such content (in whole or part) and/or to incorporate it in other works in any form, media, or technology now known or later developed, for any purpose that we deem appropriate, including, without limitation, the promotion and redistribution of part or all of our services (and derivative works thereof).

You also warrant and represent that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify us for all claims resulting from content you supply. We have the right but not the obligation to monitor and edit or remove any activity or content. We take no responsibility and assume no liability for any content posted by you or any third party.

c) Confidential Obligations

As a participant in any public forums or interactive features on our website, you acknowledge and agree that any information or content you share may be viewed by the general public. You are cautioned to avoid sharing any confidential, proprietary, or sensitive information that you do not wish to make public. By posting or contributing content, you accept that such information becomes public and is not subject to any confidentiality obligations.

However, your participation also imposes an obligation on you to respect the confidentiality and proprietary rights of others. You must not disclose or distribute someone else's confidential or proprietary information without their express permission. This includes any private or sensitive information that may be shared within the forum in confidence.

Violating confidentiality obligations can lead to the removal of your posted content, suspension or termination of your access to the forums, and potential legal action against you for breach of confidentiality or proprietary rights. It is your responsibility to ensure that your contributions do not infringe upon the rights of others and to adhere to the principles of respect and privacy within the community.

d) Grant of Rights

By submitting, posting, or displaying content in any public forum or interactive area on our website, you grant our company a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute,

perform, and display such content throughout the world in any media. This grant includes the right for our company to make your content available to others for publication, distribution, syndication, or broadcast on other media and services, subject to our terms and conditions for such content use.

This grant of rights is necessary to provide, promote, and improve our services and to allow us to offer and develop them in the most effective way. This includes the right to use your content in a manner that is consistent with your public forum participation, such as featuring your posts or contributions in our promotions, highlighting community discussions, or showcasing user testimonials.

Your submission of content also warrants that you own or have the necessary rights to submit the content in this manner and that doing so does not infringe any third party's copyrights, trademarks, privacy rights, publicity rights, or other personal or proprietary rights.

Please be aware that by participating in our public forums, you are allowing us to access and use your content in accordance with these terms. You retain all of your ownership rights in your content, but you are required to grant limited rights to us and other users of the service as described above.

e) No Obligation to Monitor

We are under no obligation to monitor the content posted in any public forum or interactive area on our website. However, we reserve the right at all times to remove or refuse to distribute any content on the service, such as content which violates the terms of this agreement. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process, or governmental request, (ii) enforce this agreement, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security, or technical issues, (iv) respond to user support requests, or (v) protect the rights, property, or safety of our users and the public.

While we do not have an obligation to monitor the content, we encourage users to report content that they find to be in violation of our policies. Our decisions to remove or not to remove content do not waive our right to enforce our policies in other situations.

Users should be aware that the content they submit and the activities they conduct in public forums and interactive areas are subject to public scrutiny and should be considered public actions. We encourage a respectful and positive community environment and advise users to consider the implications of their postings and activities on our platform.

f) No Obligation to Remove

We are not obligated to remove any content from our website unless required by applicable law. While we reserve the right to monitor and manage the content posted on our public forums and interactive areas, the decision to remove content is at our sole discretion. This includes content that may be offensive, illegal, or in violation of our terms and policies, but there is no guarantee that all such content will be identified and removed.

Users are encouraged to exercise personal responsibility and respect towards others when participating in our forums and interactive areas. It is the responsibility of each user to ensure that their contributions are lawful and in accordance with our community standards. However, the presence of any content on our website should not be taken as an endorsement or approval by us.

If you believe that certain content violates your rights or our terms and policies, you are encouraged to notify us. We will review such claims on a case-by-case basis and take appropriate action where necessary. However, our failure to remove particular content does not constitute an endorsement of that content and should not be interpreted as a waiver of our rights to enforce our policies in other situations.

g) No Endorsement

The content posted by users in our public forums and interactive areas does not reflect our views or endorsement. We do not endorse, support, represent, or guarantee the completeness, truthfulness, accuracy, or reliability of any content posted by users, nor do we endorse any opinions expressed in such forums. The views and opinions expressed by users are those of the individual contributors and should not be construed as reflecting the official policy or position of our company.

User contributions are the sole responsibility of the individuals who post them. You should be skeptical about any information you find in our forums, and it is your responsibility to verify the accuracy and truthfulness of any claim or statement made in these public areas.

Engagement in our public forums does not establish a professional-client relationship between you and our company, nor should it be considered a substitute for professional advice. Any reliance you place on material posted by other users will be at your own risk.

We encourage all users to maintain a respectful and constructive environment in our forums. However, the presence of any particular content should not be interpreted as our endorsement or validation of that content.

h) Company's Right to Act

Our company reserves the right, but is not obligated, to take any action we deem appropriate with respect to content posted in our public forums and interactive areas if we believe, in our sole discretion, that such content violates our policies, is harmful to our community, infringes on the rights of any third party, or could create liability for our company. Actions we may take include, but are not limited to, moderating discussions, deleting posts or entire threads, issuing warnings to users, temporarily or permanently banning users from the forums, and reporting violations to law enforcement authorities.

This right extends to all aspects of our services, including but not limited to, user-generated content, user conduct within the forums, and any other use of our services that may affect the operation, integrity, safety, or reputation of our services.

We also reserve the right to cooperate with law enforcement and other governmental agencies, and to comply with legal requirements regarding the provision of user information and other data we may have about users who may be involved in any alleged illegal activities.

Our actions or inactions with respect to any user content or behavior within our public forums do not waive our rights to act with respect to subsequent or similar content or behavior. Our decision to take or not take action in a particular instance shall not dictate or limit our response to a future situation.

By participating in our public forums and interactive areas, users agree to our intervention and oversight as described above and acknowledge our right to manage our services in a way that ensures the safety and respect of our community.

Special Notes with Regard to Product and Service Purchases

a) Shipping Methods

For the range of products and services offered by our company, including live-online-workshops, on-demand courses, e-books, physical books, and live-on-site consulting upon request, the following shipping and delivery policies apply:

- **Live-Online-Workshops and On-Demand Courses:** These services are delivered digitally through our online platform. Upon purchase, you will receive an email confirmation with details on how to access the workshop or course. There are no physical shipments for these services, ensuring immediate access or access at the scheduled time without the need for shipping.
- **E-Books:** E-books are delivered electronically. After purchase, you will receive an email with a download link or instructions for accessing the e-book on our platform. No physical shipping is involved, allowing for instant access to the content.
- **Physical Books:** For physical books, shipping methods and times vary based on your location and the shipping options available at checkout. We partner with reputable carriers to offer a range of shipping options, including standard and expedited shipping. Shipping costs and delivery times will be clearly communicated during the checkout process.
- **Individual Consulting & Consulting:** When live-on-site consulting services are requested, there will be no physical products shipped. Instead, arrangements for the consulting sessions, including dates, times, and locations, will be agreed upon directly with the client. Any necessary materials for the consulting sessions will be either provided digitally or brought to the consulting location by the consultant, as per the agreement with the client.

Please note that for all physical shipments, we cannot be responsible for delays outside of our control, including carrier delays, customs hold-ups, or issues related to the shipping address provided by the customer. We are committed to ensuring that your products and services are delivered in a timely and efficient manner. For any questions or concerns regarding shipping and delivery, please contact our customer service team.

b) Sales Tax

For purchases made on our website, including live-online-workshops, on-demand courses, e-books, physical books, and live-on-site consulting services, sales tax may be applicable based on the product or service purchased and the location to which it is delivered or provided. We operate in compliance with the tax laws of the jurisdictions in which we do business.

- **Digital Products and Services:** For digital products and services such as live-online-workshops, on-demand courses, and e-books, sales tax will be applied in accordance with the local tax laws of the customer's jurisdiction. As tax regulations regarding digital goods and services vary widely from one jurisdiction to another, the applicable tax rate may depend on the customer's location.
- **Physical Products:** For physical products like books, sales tax will be calculated based on the shipping address and the tax laws applicable to that location. This includes consideration of state, provincial, and local sales tax rates where applicable.

- **International Sales:** For customers outside of our base country, international sales may be subject to various taxes, including but not limited to Value Added Tax (VAT), Goods and Services Tax (GST), or other localized sales taxes. The responsibility for understanding and complying with any tax regulations and declaring or paying any applicable taxes rests with the customer.

We strive to provide clear information on the application of sales tax at the time of purchase. However, given the complexity and variability of tax laws around the world, we recommend that customers consult with a tax professional to understand the specific tax implications of purchasing our products or services in their jurisdiction.

Please note that tax rates and laws are subject to change, and we reserve the right to update our sales tax policies in accordance with any changes to tax legislation.

c) Duty Tax

For international orders, products may be subject to import duties and taxes, which are levied once a shipment reaches your country. Additional charges for customs clearance must be borne by you; we have no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country, and you should contact your local customs office for further information.

When ordering from our website, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the goods. Your privacy is important to us, and we would like our international customers to be aware that cross-border shipments are subject to opening and inspection by customs authorities.

We strive to adhere to ethical practices in all aspects of our business, including compliance with international trade regulations. However, it is your responsibility as the customer to ensure that the products ordered can be lawfully imported to your country.

d) Product Listings

Our website features a variety of products and services including live-online-workshops, on-demand courses, e-books, physical books, and live-on-site consulting. Each product or service listing on our website is designed to provide detailed information to help you make an informed purchase decision.

- **Descriptions:** We strive to ensure that all descriptions of our products and services are accurate and up to date. These descriptions include specifics about the content, format, duration (for courses and workshops), and any prerequisites or required materials.
- **Images and Media:** For physical products like books, we provide images that accurately represent the product. For digital services, we may include screenshots, video previews, or descriptive media to give you a sense of the content and format.
- **Pricing:** Prices for all products and services are clearly listed on our website. We are committed to transparency in our pricing and will indicate if any additional fees or taxes may apply before you complete your purchase.
- **Availability:** We update our listings regularly to reflect the availability of our products and services. For items like physical books that may have limited stock, we provide real-time

information about availability. For live-online-workshops and live-on-site consulting, we list available dates and times.

- **Updates and Revisions:** For our digital products like e-books, on-demand courses, and live-online-workshops, we may periodically update content to ensure relevance and accuracy. If significant updates are made after your purchase, we will inform you of these changes and provide access to the updated content when applicable.

Please review the product listings carefully to ensure that the product or service meets your needs. If you have any questions or need further information, do not hesitate to contact our customer service team for assistance.

Product and Service Purchase Agreement

This Product and Service Purchase Agreement ("Agreement") governs the purchase of products and services through our website. By purchasing any product or service from us, you agree to be bound by the terms of this Agreement, along with any other policies or agreements referenced herein. Please read this Agreement carefully before making a purchase.

General

1. **Acceptance:** By completing a purchase with us, you signify your acceptance of this Agreement and agree to be bound by its terms and conditions. If you are making a purchase on behalf of an organization, you represent that you have the authority to bind that organization to this Agreement.
2. **Eligibility:** To purchase products or services from our website, you must be of legal age to form a binding contract in your jurisdiction. By agreeing to this Agreement, you represent that you are of such legal age.
3. **Product and Service Descriptions:** We endeavor to describe and display our products and services accurately on our website. However, we do not warrant that product descriptions, images, or other content are accurate, complete, reliable, current, or error-free. If a product or service offered by us is not as described, your sole remedy is to return it in unused condition or cancel the service in accordance with our cancellation policy.
4. **Payment:** By submitting an order on our website, you authorize us, or our payment processor, to charge the provided payment method for the total amount of the order. You affirm that you are authorized to use the chosen payment method.
5. **Changes to Agreement:** We reserve the right, at our sole discretion, to modify or replace this Agreement at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our services after those revisions become effective, you agree to be bound by the revised terms.
6. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which our company is registered, without giving effect to any principles of conflicts of law.
7. **Dispute Resolution:** Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be resolved through final and binding arbitration in accordance with the Arbitration Rules of the

jurisdiction in which our company is registered. The arbitration shall be conducted by a single arbitrator appointed in accordance with said rules.

This Agreement constitutes the entire agreement between you and us regarding your purchase of products and services and supersedes all prior agreements and understandings, whether written or oral, concerning its subject matter.

Product and Service Purchase Agreement

In addition to the products and services offered through this Site, YourBusinessNameYour Business NameYourBusinessName also provides Virtual Assistant (VA) services, including but not limited to Social Media Management (SMM), administrative tasks, research, and other support services, as well as individual coaching and consulting services tailored to the needs of young professionals, small entrepreneurs, corporate employees, and employers.

a) Special Service Contracts

For any VA services or individual coaching/consulting engagements, a separate, customized contract will be prepared and agreed upon before the commencement of any service. This contract will outline the specific scope of work, terms, payment structure, timelines, and any other relevant details based on the client's unique requirements.

b) Product Listings

Each agreement will be individually tailored and will cover the following (but not limited to):

- **Scope of Services:** Detailed description of the specific VA tasks, coaching, or consulting services to be provided.
- **Duration:** Clear timelines or project deadlines for the completion of tasks or service delivery.
- **Payment Terms:** Agreed-upon payment schedule, including hourly rates, project-based fees, or retainer arrangements.
- **Confidentiality and Data Privacy:** Provisions for the protection of sensitive information and client data in line with YourBusinessNameYour Business NameYourBusinessName's Privacy Policy.
- **Revisions and Termination:** Policies regarding revisions, cancellations, and termination of services.

No VA services or individual coaching/consulting will begin without a signed contract between YourBusinessNameYour Business NameYourBusinessName and the client. By expressing interest in or purchasing any of these services, the client agrees to the requirement of a formal written agreement to govern the terms of engagement.

Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of, or related to it, shall be governed by and construed in accordance with the laws of the jurisdiction in which our company is registered, without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action, or proceeding arising out of, or related to, this Agreement or the transactions contemplated hereby shall be instituted exclusively in the federal courts or the courts of the jurisdiction in which our company is registered. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

This choice of jurisdiction does not prevent us from seeking injunctive relief in any jurisdiction in the event of infringement of intellectual property rights or breach of confidentiality obligations. We reserve the right to initiate proceedings in any jurisdiction where the harm is felt or where infringement has taken place.

By purchasing products or services from us, you acknowledge that you have read, understood, and agree to be bound by these jurisdictional terms. You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial.

Severability

If any provision of these Terms and Conditions is determined to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions. This means that if one part of these Terms and Conditions is not valid, the rest will still apply.

In the event of such severability, the parties agree that the court or arbitrator should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms and Conditions remain in full force and effect. This clause ensures that the Terms and Conditions are adaptable and resilient, able to remain effective even if parts of them are found to be invalid or unenforceable.

Waiver

No waiver by us of any term or condition set forth in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by us to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision.

A waiver of any right, provision, term, or condition of this Agreement must be in writing and signed by the waiving party. Such a waiver shall not waive any other rights, provisions, terms, or conditions of this Agreement. The provisions of this Agreement shall continue in full force and effect unless amended or canceled in writing by both parties.

This waiver clause ensures that even if we do not exercise our rights under this Agreement immediately, we are not prevented from doing so at a later date. It is important for maintaining the integrity and enforceability of the Agreement's terms and conditions over time.

Entire Agreement

This Agreement constitutes the sole and entire agreement between you and our company regarding your purchase of products and services, and supersedes all prior and contemporaneous

understandings, agreements, representations, and warranties, both written and oral, regarding such purchases. No amendment to or modification of this Agreement is effective unless it is in writing and signed by both you and an authorized representative of our company.