

Terms & Conditions

TERMS OF USE

IMPORTANT – PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE ACCESSING OR USING THE WAYVE INC., DBA INTEGO SPORTS WEBSITE. BY ACCESSING OR USING ANY PART OF THE WEBSITE, YOU AGREE TO AND SHALL BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THESE TERMS OF USE, THEN YOU MAY NOT ACCESS THE WEBSITE, PURCHASE ANY PRODUCT FROM THE WEBSITE, OR USE ANY OTHER SERVICES OR APPLICATIONS WAYVE INC., DBA INTEGO SPORTS MAY PROVIDE. IF THESE TERMS OF USE ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS OF USE.

NOTE: THESE TERMS CONTAIN A BINDING ARBITRATION PROVISION, CLASS ACTION WAIVER AND TIME LIMIT ON SUBMITTING CLAIMS THAT AFFECT YOUR RIGHTS. PLEASE READ THESE TERMS CAREFULLY.

OVERVIEW

This Website (as defined below) is operated by WAYVE INC., DBA INTEGO SPORTS (“Intego Technology”). Throughout the Website, and these Terms of Use (as defined below) the terms “we”, “us” and “our” refer to Intego Technology. Intego Technology offers this “Website,” which, for the purposes of these Terms of Use, shall include this Website located at www.integotechnology.com, and all information, products for purchase, tools and other services that may be available to you from the Website or any other application including mobile applications conditioned upon your acceptance of all terms, conditions, policies and notices stated in these Terms of Use.

By visiting our Website, purchasing something from us, or otherwise using or accessing any other service or application we may provide, you indicate that you have read these Terms of Use, and acknowledge and agree to be entirely bound by the following terms and conditions, including any additional terms and conditions and policies referenced herein and/or available by hyperlink (“Terms of Use” or “Terms”). These Terms of Use apply to all users of the Website, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of Content (defined below). To be clear, by using our Website, you are effectuating these Terms of Use as a binding agreement.

Any new features or tools which are added to the Website shall also be subject to the Terms of Use. You can review the most current version of the Terms of Use at any time on this page. We reserve the right to update, change or replace any part of these Terms of Use by posting updates and/or changes to our Website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted on Wix.. They provide us with an online platform. You may view Wix Inc’s Terms of Use [here](#).

SECTION 1 – ACCESS AND LIMITATIONS

By agreeing to these Terms of Use, you represent that you are at least the age of majority in the state or province of residence in the country that you live, or that you are the age of majority in the state or province of residence in the country that you live and you have given us your consent to allow any of your minor dependents to use this Website.

We only authorize you to use the Website and Content for your own personal, non-commercial use in compliance with all applicable laws (including but not limited to applicable intellectual property and copyright laws). “Content” means any information or materials displayed on the Website or other applications, such as, text, graphics, data, articles, photos, images, illustrations, and so forth. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by us or our licensors, except for the licenses and rights expressly granted in these Terms.

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable license, to (i) access and view any Content solely for your personal and noncommercial purposes and (ii) access and view any Content to which you are permitted access, solely for your personal and noncommercial purposes. You have no right to sublicense the license rights granted in this section. You may not use our Website or products for any illegal or unauthorized purpose nor may you, in the use of our Website or products, violate any applicable laws, including but not limited to intellectual property laws. We reserve the right to refuse Website to anyone for any reason at any time.

SECTION 2 – PAYMENT AND ELECTRONIC COMMUNICATIONS

We reserve the right to determine pricing for our products or services. We will make reasonable efforts to keep pricing information published on the Website up to date. We encourage you to check our Website periodically for current pricing information. We may change the pricing or fees for any product at any time. We may, in our sole discretion, make promotional offers with different features and different pricing to any of our customers. These promotional offers, unless made to you, will not apply to your offer or these Terms. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

Before you pay for products or services you'd like to purchase, you will have an opportunity to review and accept the fees that you will be charged. We will list shipping charges for your order upon checkout, and you must pay all shipping charges for the location of the address you provide. Please note that international packages may be subject to duties and taxes. You must also pay all tariff, import, customs, tax, and other charges applicable in your jurisdiction. The limits for duty-free packages are established by your local customs authorities. Please check with your local customs office for information. Due to restrictions from our financial partners or restrictions by law, there are certain countries that we cannot not ship to.

We will attempt in good faith to deliver your purchases in accordance with your order, but we will not be responsible or liable for any impossibility or delays or failure in such delivery. We expressly reserve the right to effect delivery of any order in any number of separate shipments, and the modes of transport and carriers will be decided at our discretion. Your order will be delivered to the delivery address you specify when placing your order. If your delivery address is geographically remote or otherwise difficult to deliver to, it is possible that we may not be able to deliver there. We will not be responsible or liable for any delay

or failure to deliver due to any cause which is unavoidable or beyond our reasonable control. In such cases, we will have the right, at our option, without penalty or any liability for breach, to terminate all or any part of any order or to reschedule delivery within a reasonable time.

You authorize us directly or through our third-party payment processors to charge all sums for the orders that you make, including all applicable taxes and shipping costs, to the payment method specified in your account. If you pay any fees with a credit card, we may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase. If your order is placed on hold, we will reach out to you to ensure that the delays are minimal. We reserve the right to suspend or terminate access to the Website for any customer for which any amount is due but unpaid. In addition to the amount due for products, a delinquent customer or account will be charged with fees or charges that are incidental to any chargeback or collection of any unpaid amount, including collection fees.

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at through our Website. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

By using the Website and/or the services, you consent to receiving electronic communications from Intego Technology. These electronic communications may include notices via email and text about applicable products or services and charges related to your purchases or other information concerning or related to the Website. These electronic communications are part of your relationship with Intego Technology and you receive them as part of your use of the Website. Standard text or data charges may apply to notices sent via text. Where offered, you may disable text message notifications by responding to any such message with "STOP", or by following instructions provided in the message.

You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing. You will have the ability to opt-out of certain marketing or promotional emails that we send.

SECTION 3 – BILLING AND ACCOUNT INFORMATION

You understand that your personal information (not including credit card information), may be transferred unencrypted and involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You may choose to create an account on our Website. If you do, you will have a password for your account. To protect your account, you should choose a password different from names, birthdays or street addresses associated with you. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. To the fullest extent permissible by applicable law, you agree to accept responsibility for all activities that occur under your account or password. We may revoke your right to have an Account at any time at our sole discretion.

Your submission of personal information through the Website is governed by our [Privacy Policy](#).

SECTION 4 – USER CONTENT

Other than personally identifiable information, which is subject to our Privacy Policy, any material, information, suggestions, ideas, concepts, know-how, techniques, questions, comments, reviews or other communication you transmit or post to this Website in any manner (“User Content”) is and will be considered non-confidential and non-proprietary. By submitting or making available any User Content, you hereby grant to Intego Technology a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such User Content on, through, by means of or to promote or market the Website or our products and services. We do not claim any ownership rights in any such User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such User Content. You understand that we shall be under no obligation (i) to maintain any User Content in confidence; (ii) to pay compensation for any User Content; or (iii) to respond to any User Content.

You acknowledge and agree that you are solely responsible for all User Content that you make available. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all User Content that you make available through the Website, application or services or you have all rights, licenses, consents and releases that are necessary to grant to Intego Technology the rights in such User Content, as contemplated under these Terms; (ii) neither the user Content nor your posting, uploading, publication, submission or transmittal of the User Content or our use of the User Content (or any portion thereof) on, through or by means of the Website applications of any of our products or services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of property, publicity or privacy, or result in the violation of any applicable law or regulation; and (iii) your User Content and your postings will not defame any person, business, location or property.

We take no responsibility and assume no liability for any comments posted to the Website by you or any third-party. We may, but have no obligation to, monitor, edit or remove User Content from the Website that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Use.

SECTION 5 – INTEGO TECHNOLOGY INTELLECTUAL PROPERTY RIGHTS

Intego Technology owns any and all intellectual property rights relating to the Intego Technology brand, products, trade name, trade dress, and other content including: current or pending patents, copyright, trademark, service mark, trade name, trade dress, proprietary logo, insignia, business identifier, and/or other texts, graphics or Content that has or provides the "look and feel" of the Intego Technology brand image, as well as all of the Content, including the text, graphics, programming, photographs, video and audio contained herein (the

"Intellectual Property"). Your use of the Website does not grant you any rights or licenses relating to the Intellectual Property, including, but not limited to, any copyrights, trademark rights, patent rights, database rights, moral rights, sui generis rights and other intellectual property and proprietary rights therein, except as expressly provided for in the Terms of Use. None of the Intellectual Property may be used, reproduced, published, transmitted, distributed, displayed, performed, exhibited, modified, used to create derivative works, sold, re-sold or used in any sale, or exploited for in any way, in whole or in part, except as provided for herein and unless you obtain our prior written consent. You may not reproduce, modify, display, sell, or distribute the Intellectual Property, or use it in any other way for public or commercial purpose. The foregoing limitations include, but are not limited to, copying or adapting the HTML code used to generate web pages on the Website. Any unauthorized use of any such information or materials may violate patent laws, copyright laws, trademark laws, laws of privacy and publicity, and other laws and regulations and is prohibited. In the event of a violation of these laws and regulations, we reserve the right to seek all remedies available by law and in equity. We reserve the right to block or deny access to the Website to anyone at any time for any reason. All other Content, including product names, names of services, trademarks, service marks and other intellectual property is the property of their respective owners, as indicated, and may only be used as permitted.

SECTION 6 – ACCURACY AND COMPLETENESS OF INFORMATION; MODIFICATIONS TO THE SERVICE AND PRICES

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate. We do not warrant that the quality of any products purchased or obtained by you will meet your expectations, or that any errors will be corrected.

Although we do our best to maintain accurate and updated information, we cannot guarantee that it is always accurate and up to date. Any reliance on the material on this Website is at your own risk. This Website may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this Website at any time, but we have no obligation to update any information on our Website. You agree that it is your responsibility to monitor changes to our Website.

Occasionally there may be information on our Website that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the Website or any related applications or services is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information on the Website or any related applications or services, including without limitation, pricing information, except as required by law. No specified update or refresh date applied to the Website or any related applications or services should be taken to indicate that all information on the Website or any related applications or services has been modified or updated.

Prices for our products are also subject to change without notice. All descriptions of products or product pricing are subject to change at any time, with or without notice, at our sole discretion. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this Website is void where prohibited. We reserve the right at any time to modify or discontinue the Website or any related applications or services (or any part or Content thereof) without notice at any time. We shall not be liable to you or to any third party for any

modification, price change, suspension or discontinuance of any product, the Website or any related applications or services.

SECTION 7 – OPTIONAL TOOLS AND THIRD-PARTY LINKS

We may provide you with access to third-party tools, which may include, but shall not be limited to, payment processing tools, over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement.

We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use of optional tools offered through the Website is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

Additionally, certain Content, products and services available via our Website may include materials from third parties. Third-party links on this Website may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, Content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage

in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third party.

SECTION 8 – USER CONDUCT AND PROHIBITED USES

In addition to other prohibitions as set forth in these Terms of Use, you are prohibited from using the Website or its Content: (i) for any unlawful purpose; (ii) to solicit others to perform or participate in any unlawful acts; (iii) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (iv) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (v) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (vi) to submit false or misleading information; (vii) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Website, or any related applications or services, other websites, or the Internet; (viii) to collect or track the personal information of others; (ix) to spam, phish, pharm, pretext, spider, crawl, or scrape; (x) for any obscene or immoral purpose; or (xi) to interfere with or circumvent the security features of the Website or any related applications or services, other websites, or the Internet. We reserve the right to terminate your use of the Website or any related applications or services for violating any of the prohibited uses.

SECTION 9 – DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our Website will be uninterrupted, timely, secure or error-free. We do not warrant that any products purchased will meet your expectations. You agree that from time to time we may remove the Website for indefinite periods of time or cancel the Website at any

time, without notice to you. You expressly agree that your use of, or inability to use, the Website is at your sole risk.

The Website and all products purchased and services delivered to you through the Website are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, WE ASSUME NO RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES TO, OR ANY VIRUSES THAT MAY INFECT, YOUR COMPUTER, TELECOMMUNICATION EQUIPMENT, OR OTHER PROPERTY CAUSED BY OR ARISING FROM YOUR ACCESS TO, USE OF, OR BROWSING THE WEBSITE, OR YOUR DOWNLOADING OF ANY INFORMATION OR MATERIALS FROM THE WEBSITE, OR PURCHASING ANY PRODUCTS FROM THE WEBSITE. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, AND IN NO CASE WHATSOEVER, SHALL INTEGO TECHNOLOGY, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS, SERVICE PROVIDERS OR LICENSORS BE LIABLE FOR ANY INJURY, LOSS, CLAIM, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, OR ANY OTHER PROPERTY OR OTHER DAMAGE RELATED TO THE PURCHASE, DELIVERY OR USE OF ANY OF OUR PRODUCTS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING FROM YOUR USE OF ANY OF THE SERVICE OR ANY PRODUCTS PROCURED USING THE SERVICE, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICE OR ANY PRODUCT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE SERVICE OR ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE

SERVICE, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN THE EVENT OF ANY PROBLEM WITH THIS WEBSITE, CONTENT, OR ANY PRODUCTS OR SERVICES PURCHASED THROUGH THE WEBSITE, YOU AGREE TO CEASE USING THE WEBSITE IMMEDIATELY. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN THE EVENT THAT YOU ARE DISSATISFIED WITH THE PRODUCTS OR SERVICES THAT YOU HAVE PURCHASED ON OR THROUGH THIS WEBSITE, YOU ACKNOWLEDGE THAT INTEGO TECHNOLOGY HAS MADE NO REPRESENTATIONS AND ISSUED NO WARRANTIES WITH RESPECT TO SUCH PRODUCTS OR SERVICES, AND THAT YOUR IF ANY OF THE FOREGOING LIMITATIONS IN THESE TERMS OF USE ARE HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, YOU AGREE THAT INTEGO TECHNOLOGY'S TOTAL LIABILITY TO YOU FOR DAMAGES OF ANY KIND REGARDING THE USE OF THE WEBSITE OR PURCHASE OF ANY PRODUCTS OR SERVICE (REGARDLESS OF THE BASIS FOR THE ACTION) SHALL NOT EXCEED IN THE AGGREGATE THE COST OF THE ITEM(S) PURCHASED PLUS SHIPPING AND SALES TAX, AS APPLICABLE OR A MAXIMUM OF \$100.

SECTION 10 – INDEMNIFICATION

To the fullest extent permissible by applicable law, you agree to indemnify, defend and hold harmless Intego Technology and any of 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: (i) your use of and access of the Website; (ii) your purchase and use of any products or services, (iii) your violation of any term of these Terms; (iv) your violation of any third party right, including without

limitation any copyright, property, or privacy right; or (v) any claim that your use of the Website caused damage to a third party.

SECTION 11 – CHANGES OR REVISIONS TO TERMS OF USE

We may update or revise these Terms at any time and from time to time by updating this posting. You should visit this page from time to time to review the then current Website Terms of Use because they are binding on you to the fullest extent permissible by applicable law. Certain provisions of these Terms of Use may be superseded by legal notices or terms located on particular pages of this Website. Your continued use of the Website after any changes to these Terms of Use are posted will be considered acceptance of those changes. We may also, in the future, offer new services and/or features through the Website (including, the release of new products, tools and resources). Such new features and/or services shall also be subject to these Terms of Use.

SECTION 12 – DISPUTE RESOLUTION; BINDING ARBITRATION

YOU UNDERSTAND AND AGREE THAT ALL CLAIMS, DISAGREEMENTS, DISPUTES OR CONTROVERSIES BETWEEN YOU AND INTEGO TECHNOLOGY, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, PARENTS, AFFILIATES, SUBSIDIARIES AND/OR RELATED COMPANIES ARISING OUT OF OR RELATING TO THE WEBSITE, TO THE USE OR ACCESS THEREOF, TO THE ADVERTISING AND OTHER CONTENT ON THE WEBSITE, TO THE PRODUCTS, SERVICES, MATERIALS, PROGRAMS OR OTHER FEATURES OFFERED, ADVERTISED, MARKETED AND/OR SOLD ON OR THROUGH THE WEBSITE, AND/OR TO THESE TERMS OF USE SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, WHICH MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES. BECAUSE THE WEBSITE CONCERN INTERSTATE COMMERCE, THE FEDERAL ARBITRATION ACT GOVERNS THE ARBITRABILITY OF ALL DISPUTES. HOWEVER, APPLICABLE CALIFORNIA STATE OR U.S. FEDERAL LAW MAY

ALSO APPLY TO THE SUBSTANCE OF ANY DISPUTES. THE ARBITRATION SHALL TAKE PLACE IN LOS ANGELES, CALIFORNIA. THE ARBITRATION SHALL BE ADMINISTERED BY AAA IN ACCORDANCE WITH TITLE 9 OF THE U.S. CODE (UNITED STATES ARBITRATION ACT) UNDER THE AAA'S COMMERCIAL DISPUTE RESOLUTION PROCEDURES AS SUPPLEMENTED BY THE SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES (AND AS STATED THEREIN, IF THERE IS A DIFFERENCE BETWEEN THE COMMERCIAL DISPUTE RESOLUTION PROCEDURES AND THE SUPPLEMENTARY PROCEDURES, THE SUPPLEMENTARY PROCEDURES WILL BE USED). YOU AND WE VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT YOU OR WE HAVE TO A JURY TRIAL.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND WE AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION YOU OR WE MAY HAVE IN CONNECTION WITH OR RELATED TO WEBSITE, TO THE USE THEREOF OR ACCESS THERE TO, TO THE ADVERTISING AND OTHER CONTENT ON THE WEBSITE, TO THE PRODUCTS, SERVICES, MATERIALS, PROGRAMS OR OTHER FEATURES OFFERED, ADVERTISED, MARKETED AND/OR SOLD ON OR THROUGH THE WEBSITE, AND/OR TO THESE TERMS OF USE WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. NEITHER YOU NOR WE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER USERS/CONSUMERS OR ARBITRATE, AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY, ANY CLAIM, DISPUTE OR CAUSE OF ACTION IN CONNECTION WITH OR RELATED TO THE WEBSITE, TO THE USE THEREOF OR ACCESS THERETO, TO THE ADVERTISING AND OTHER CONTENT ON THE WEBSITE, TO THE PRODUCTS, SERVICES, MATERIALS, PROGRAMS OR OTHER FEATURES OFFERED, ADVERTISED, MARKETED AND/OR SOLD ON OR THROUGH THE WEBSITE, AND/OR TO THESE TERMS OF USE.

SECTION 13 – SEVERABILITY

In the event that any provision of these Terms of Use is determined 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 of Use, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 14 – TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Use are effective unless and until terminated by either you or us. You may terminate these Terms of Use at any time by ceasing to use our Website.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Use, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Website or any related applications or services (or any part thereof).

SECTION 15 – ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.

These Terms of Use, including any and all additional policies referenced herein, and any additional policies or operating rules posted by us on the Website, or in respect to the products or any other related applications or services, constitutes the entire Terms of Use agreement and understanding between you and us and govern your use of the Website or any related applications or services, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Use).

SECTION 16 – GOVERNING LAW

These Terms of Use and any separate agreements whereby we provide you products or services shall be governed by and construed in accordance with the laws of the State of California.

SECTION 17 – CONTACT INFORMATION

Intego Technology - contact@integotechnonology.com

Questions about the Terms of Use should be sent to us at contact@integotechnonology.com

