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You acknowledge that COMPANY has the right but not the obligation to use and display any postings or contributions of any kind and that COMPANY may elect to cease the use and display of any such materials (or any portion thereof), at any time for any reason whatsoever.

Limitations on Linking and Framing

You may establish a hypertext link to the Site so long as the link does not state or imply any sponsorship of your site by us or by the Site. However, you may not, without our prior written permission, frame or inline link any of the content of the Site, or incorporate into another website or other service any of our material, content or intellectual property.

Disclaimers

To the maximum extent permitted by law, while we provide the information contained at the Website in good faith, we do not warrant that the information on the Website is correct, and we accept no responsibility for the accuracy, completeness or timeliness of the information and will not be responsible for any loss that results from you relying on the Website.

To the maximum extent permitted by law:

- a) we are not responsible for any errors or omissions in the information or material on the Sites or for results obtained from use of this information or material;
- b) information at the Website is provided "as is". We do not guarantee continuous, uninterrupted or secure access to the Sites. In using the Website, you acknowledge that the Internet is inherently unreliable and we are not responsible for any inaccuracies, interference, or interruptions in providing the Website to you;
- c) to the extent permitted by law we exclude all implied conditions and warranties, including as to completeness, accuracy and timeliness of the information at the Website;
- d) we will provide services with due care and skill but we do not warrant that our services will be provided without fault or disruption. To the extent allowed by law, we exclude all liability to you or anyone else for loss or damage of any kind (however caused or arising and whether directly or indirectly) relating in any way to the Website including, but not limited to, loss or damage you might suffer as a result of:
 - errors, mistakes or inaccuracies on the Website;
 - you acting, or failing to act, on any information contained on or referred to on the Website and/or any linked website;
 - personal injury or property damage of any nature resulting from your access to, and use of, the Website;
 - any unauthorized access to or use of our secure servers and/or personal information and/or financial information stored on those servers;
 - any interruption or cessation of transmission to or from the Website;
 - any bugs, viruses, Trojan horses or other harmful code or communications which may be transmitted to or through the Website by any third party; and/or the merchantability or fitness for any purpose of any product or service of any linked sites.

You indemnify and hold us and our shareholders, directors, officers, employees, agents and representatives harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of the violation of these terms by you.

We do not warrant, endorse, guarantee or assume responsibility for any product or service advertised or offered by a third-party through the Website or any linked website or featured in any banner or other advertising.

We will not be a party to or in any way responsible for monitoring any transaction between you and third-party providers of products and services.

Use of any third party product or service is solely at your own risk, and we do not and will not accept liability for any loss or damage, howsoever occurring, as a result of your use of third-party products or services.

Online Commerce

Certain sections of the Site may allow you to purchase many different types of products and services online that are provided by third parties. We are not responsible for the quality, accuracy, timeliness, reliability or any other aspect of these products and services. If you make a purchase from a merchant on the Site or on a site linked to by the Site, the information obtained during your visit to that merchant's online store or site, and the information that you give as part of the transaction, such as your credit card number and contact information, may be collected by both the merchant and us. A merchant may have privacy and data collection practices that are different from ours. We have no responsibility or liability for these independent policies. In addition, when you purchase products or services on or through the Site, you may be subject to additional terms and conditions that specifically apply to your purchase or use of such products or services. For more information regarding a merchant, its online store, its privacy policies, and/or any additional terms and conditions that may apply, visit that merchant's website and click on its information links or contact the merchant directly. You release us and our affiliates from any damages that you incur, and agree not to assert any claims against us or them, arising from your purchase or use of any products or services made available by third parties through the Site.

Your participation, correspondence or business dealings with any third party found on or through our Site, regarding payment and delivery of specific goods and services, and any other terms, conditions, representations or warranties associated with such dealings, are solely between you and such third party. You agree that COMPANY shall not be responsible or liable for any loss, damage, or other matters of any sort incurred as the result of such dealings.

You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Site. You agree to use the Site and to purchase services or products through the Site for legitimate, non-commercial purposes only. You also agree not to make any purchases for speculative, false or fraudulent purposes or for the purpose of anticipating demand for a particular product or service. You agree to only purchase goods or services for yourself or for another person for whom you are legally permitted to do so. When making a purchase for a third party that requires you to submit the third party's personal information to us or a merchant, you represent that you have obtained the express consent of such third party to provide such third party's personal information.

Interactive Features

This Site may include a variety of features, such as bulletin boards, web logs, chat rooms, and email services, which allow feedback to us and real-time interaction between users, and other features which allow users to communicate with others. Responsibility for what is posted on

bulletin boards, web logs, chat rooms, and other public posting areas on the Site, or sent via any email services on the Site, lies with each user – you alone are responsible for the material you post or send. We do not control the messages, information or files that you or others may provide through the Site.

It is a condition of your use of the Site that you do not:

- Restrict or inhibit any other user from using and enjoying the Site.
- Use the Site to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- Interfere with or disrupt any servers or networks used to provide the Site or its features, or disobey any requirements, procedures, policies or regulations of the networks we use to provide the Site.
- Use the Site to instigate or encourage others to commit illegal activities or cause injury or property damage to any person.
- Gain unauthorized access to the Site, or any account, computer system, or network connected to this Site, by means such as hacking, password mining or other illicit means.
- Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Site.
- Use the Site to post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any local, provincial, national or international law.
- Use the Site to post or transmit any information, software or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights or that is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder.
- Use the Site to post or transmit any information, software or other material that contains a virus or other harmful component.
- Use the Site to post, transmit or in any way exploit any information, software or other material for commercial purposes, or that contains advertising.
- Use the Site to advertise or solicit to anyone to buy or sell products or services, or to make donations of any kind, without our express written approval.
- Gather for marketing purposes any email addresses or other personal information that has been posted by other users of the Site.

COMPANY may host message boards, chats and other public forums on its Sites. Any user failing to comply with the terms and conditions of this Agreement may be expelled from and

refused continued access to, the message boards, chats or other public forums in the future. COMPANY or its designated agents may remove or alter any user-created content at any time for any reason. Message boards, chats and other public forums are intended to serve as discussion centers for users and subscribers. Information and content posted within these public forums may be provided by COMPANY staff, COMPANY's outside contributors, or by users not connected with COMPANY, some of whom may employ anonymous user names. COMPANY expressly disclaims all responsibility and endorsement and makes no representation as to the validity of any opinion, advice, information or statement made or displayed in these forums by third parties, nor are we responsible for any errors or omissions in such postings, or for hyperlinks embedded in any messages. Under no circumstances will we, our affiliates, suppliers or agents be liable for any loss or damage caused by your reliance on information obtained through these forums. The opinions expressed in these forums are solely the opinions of the participants, and do not reflect the opinions of COMPANY or any of its subsidiaries or affiliates.

COMPANY has no obligation whatsoever to monitor any of the content or postings on the message boards, chat rooms or other public forums on the Sites. However, you acknowledge and agree that we have the absolute right to monitor the same at our sole discretion. In addition, we reserve the right to alter, edit, refuse to post or remove any postings or content, in whole or in part, for any reason and to disclose such materials and the circumstances surrounding their transmission to any third party in order to satisfy any applicable law, regulation, legal process or governmental request and to protect ourselves, our clients, sponsors, users and visitors.

Registration

To access certain features of the Site, we may ask you to provide certain demographic information including your gender, year of birth, zip code and country. In addition, if you elect to sign-up for a particular feature of the Site, such as chat rooms, web logs, or bulletin boards, you may also be asked to register with us on the form provided and such registration may require you to provide personally identifiable information such as your name and email address. You agree to provide true, accurate, current and complete information about yourself as prompted by the Site's registration form. If we have reasonable grounds to suspect that such information is untrue, inaccurate, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof). Our use of any personally identifiable information you provide to us as part of the registration process is governed by the terms of our Privacy Policy.

Passwords

If you need a username and password to use certain features of the Site, you will receive a username and password through the Site's registration process. You are responsible for maintaining the confidentiality of the password and account, and are responsible for all activities (whether by you or by others) that occur under your password or account. You agree to notify us immediately of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to protect your password or account information.

Limitation of Liability

Under no circumstances, including, but not limited to, negligence, shall we, our subsidiary and parent companies or affiliates be liable for any direct, indirect, incidental, special or consequential damages that result from the use of, or the inability to use, the site, including its materials, products, or services, or third-party materials, products, or services made available through the site, even if we are advised beforehand of the possibility of such damages (because some provinces do not allow the exclusion or limitation of certain categories of damages, the above limitation may not apply to you. In such provinces, our liability and the liability of our subsidiary and parent companies or affiliates is limited to the fullest extent permitted by such state law. You specifically acknowledge and agree that we are not liable for any defamatory, offensive or illegal conduct of any user. If you are dissatisfied with the site, any materials, products, or services on the site, or with any of the site's Terms and Conditions, your sole and exclusive remedy is to discontinue using the site and the products, services, and/or materials.

This site is continually under development and COMPANY makes no warranty of any kind, implied or express, as to its accuracy, completeness or appropriateness for any purpose.

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Participant acknowledges and agrees that no representation has been made by the Site OR ITS AFFILIATES and relied upon as to the future income, expenses, sales volume or potential profitability that may be derived from the participation in this PROGRAM.

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We may cancel or terminate your right to use the Site or any part of the Site at any time without notice. In the event of cancellation or termination, you are no longer authorized to access the part of the Site affected by such cancellation or termination. The restrictions imposed on you with respect to material downloaded from the Site, and the disclaimers and limitations of liabilities set forth in these Terms of Service, shall survive.

Refund Policy

Your purchase of a product or service or ticket to an event may or may not provide for any refund. Each specific product, service, event or course will specify its own refund policy.

Other

This Agreement shall be binding upon and inure to the benefit of COMPANY and our respective assigns, successors, heirs, and legal representatives. Neither this Agreement nor any rights hereunder may be assigned without the prior written consent of COMPANY. Notwithstanding the foregoing, all rights and obligations under this Agreement may be freely assigned by COMPANY to any affiliated entity or any of its wholly owned subsidiaries.

These Terms of Use shall be governed by and construed in accordance with the laws of the United States of America and any dispute shall be subject to binding arbitration in United States of America. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforce-ability of any remaining provisions.

If you have any questions or concerns regarding our Terms of Service, please direct them to hello@thepatchesbook.com

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