

Website Terms of Use

Last Updated: November 9, 2023

Acceptance of the Terms of Use.

These Terms of Use are entered into by and between You and Manifested Adventures, LLC, LLC and its affiliated subsidiaries and related entities (collectively, "Company," "We" or "Us"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "Terms of Use"), govern your access to and use of Manifestedadventures.com ("Website"), any other mobile applications, websites, and social media platforms owned or controlled by Us, along with any content, functionality, and services offered through Us (each a "Service," collectively "Services") whether as a guest or a registered user. You and Company each a Party, collectively, "Parties."

By using the Services [or by clicking to accept or agree to the Terms of Use when this option is made available to you], you accept and agree to be bound and abide by these Terms of Use [and our Privacy Policy], incorporated herein by reference. **These Terms of Use affect your legal rights and obligations. If you do not agree to be bound by all of these Terms of Use, do not access or use the Service.**

The Services are offered and available to users who are at least 18 years of age or older ("Users" or "Company Users"). By using these Services, you represent and warrant that You are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Services.

Changes to Terms of Use.

Company reserves the right to amend or update these Terms of Use at any time with or without notice to Users, and may also add new features or functionality to, or change or remove existing features or functionality from, the Service that will be subject to the Terms of Use. Any User who continues to use the Service after any changes are made will be deemed to have agreed to those changes.

ARBITRATION NOTICE: YOU AGREE THAT DISPUTES BETWEEN YOU AND COMPANY WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

Basic Terms and Rules of Conduct

1. You are responsible for making all arrangements necessary for You to have access to the Services and ensuring that all persons who access such through your internet connection are aware of these Terms of Use and comply with them.
2. To access the Website or some of the resources it offers, You may be asked to provide certain registration details or other information. It is a condition of your use of the Website and Services that all the information you provide is correct, current, and complete. You agree that all information You provide to register with these Services or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy, and You consent to all actions We take with respect to your information consistent with our Privacy Policy.

3. Unless otherwise noted, the Services as a whole or in part, and all materials that are part of the Services, including without limitation, the Company name, logos, processes, methods, teachings, principles/tenets, and other proprietary information (collectively, "Company Content") are copyrights, trademarks, trade secrets, trade dress or other intellectual property owned, controlled, or licensed by Company or its subsidiaries and affiliates. You may only use Company Content for your personal, noncommercial use; any other use of the Company Content without Company's express written consent is strictly prohibited. No right, title, or interest in any Company Content is granted or transferred to You as a result of your access or use. Unless otherwise noted herein, You may not reproduce, publish, transmit, distribute, display, modify, create derivative works from, sell, or participate in any sale of, or exploit in any way, any part of the Services, including without limitation, the Company Content or sharing material with others, posting excerpts of material on any social media, blogging about the material, or using such in any other way that would reasonably appear to share the Services or Service information with a non-member. Company reserves the right to immediately remove You from the Service, without refund, if Company determines You have violated this policy in its sole discretion. Further, unauthorized use of the Company Content is expressly prohibited by law, and may result in severe civil and criminal penalties.
4. We welcome your comments and feedback regarding our Services and Products (defined below). We do not, however, accept confidential or proprietary information. Thus, all comments, feedback, ideas, suggestions, materials, information, and other submissions disclosed, submitted or offered to Company using Services or otherwise (collectively, "Comments") are not confidential and will become and remain Company's property. The disclosure, submission, or offer of any Comments will constitute an assignment to Company of all worldwide rights, titles, and interests, and goodwill in the Comments without payment of any compensation. Additionally, Comments submitted by You must not violate any right of any third party, and must not contain any libelous, abusive, obscene, or otherwise unlawful material. Company reserves the right to remove any Comments for any reason, without prior notice. Notwithstanding the foregoing, Company does not have any obligation to prescreen, monitor, edit, or remove any Comments. If your Comments violate these Terms of Use, You may bear legal responsibility for such Comments.
5. You may not participate in any activity that is in violation of any federal, state, or local law.
6. You are responsible for any activity that occurs in the real world and through your account and You agree You will not sell, transfer, license or assign your account, followers, username, or any account rights. Company prohibits the creation of and You agree that You will not create an account for anyone other than yourself. You also represent that all information You provide(d) to or were provided by the Company upon registration and at all other times will be true, accurate, current, complete, and confidential, and You agree to update your information as necessary to maintain its truth, accuracy, and confidentiality.
7. You must not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and you must not post private or confidential information via the Services, including, without limitation, your or any other person's credit card information, social security or alternate national identity numbers, non-public phone numbers or non-public email addresses.
8. You may not use the Services for any illegal or unauthorized purpose. You agree to comply with all laws, rules and regulations (for example, federal, state, local and provincial)

applicable to your use of the Services and your Comments, including but not limited to, copyright laws.

9. You must not change, modify, adapt or alter the Services or change, modify or alter another website so as to falsely imply that it is associated with the Services or Company.
10. You must not create or submit unwanted email, comments or other forms of commercial or harassing communications (a/k/a "spam") to any Company Users.
11. You must not use domain names or web URLs in your username, if applicable, without prior written consent from Company.
12. You must not interfere or disrupt the Service or servers or networks connected to the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature. You may not inject content or code or otherwise alter or interfere with the way any Company page is rendered or displayed in a user's browser or device.
13. You must not create accounts with the Service through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.
14. You must not attempt to restrict another user from using or enjoying the Services and you must not encourage or facilitate violations of these Terms of Use or any other Company terms.
15. Violation of these Terms of Use may, in Company's sole discretion, result in termination of your Company account. You understand and agree that Company cannot and will not be responsible for the Content posted on the Service and You use the Service at your own risk. If you violate the letter or spirit of these Terms of Use, or otherwise create risk or possible legal exposure for Company, we can stop providing all or part of the Service to You.

General Conditions

1. You can request deactivation of your Company account by emailing us at londa@manifestedadventures.com. If We terminate your access to the Service or You request that We deactivate your account, your photos, Comments, and all other data may no longer be accessible through your account.
2. Upon termination all rights granted to You in these Terms of Use will immediately cease.
3. We reserve the right to refuse access to the Service to anyone for any reason at any time, without the obligation to assigning reason for doing so. Any Services or products that required payment are offered subject to the Company's acceptance of your order or requests. No order is deemed accepted by the Company until payment has been processed. We reserve the right to modify or terminate the Service or your access to the Service for any reason, without notice, at any time, and without liability to You and subject to us fulfilling our previous responsibilities to You based on acceptance of your payment.
4. We may, but have no obligation to, remove, edit, block, and/or monitor Comments or accounts containing Comments that we determine in our sole discretion violates these Terms of Use.
5. You are solely responsible for your interaction with other Users of the Service, whether online or offline. You agree that Company is not responsible or liable for the conduct of any User. Company reserves the right, but has no obligation, to monitor or become involved in disputes between you and other Users. Exercise common sense and your best

judgment when interacting with others, including when you submit or post Content or any personal or other information.

The Services may include links to other internet sites maintained by other Users or third parties (“Linked Sites”). Company provides Linked Sites to You solely as a convenience, and the inclusion of Linked Sites does not imply endorsement by Company of such Linked Sites. You access Linked Sites at your own risk and by accessing them, You may leave the Services. Linked Sites are not under the control of Company and Company is not responsible for the contents of any Linked Sites.

Service Specific Conditions

In addition to the foregoing terms and conditions, You agree to abide by the following terms and conditions based on your use of specific Company Services and products as relevant. Any Company Content provided to You in connection with your use of the Services is for individual noncommercial use only, subject to the limited license granted with each Service License (defined below), or other product offering:

1. Company Social Media Platforms and Related Pages:

As noted above, as a feature of the Services, Company may provide a community or social media platform in conjunction with the Services which are accessible via third party platforms such as YouTube, Facebook, Instagram (collectively, “Third Party Platforms”). Your use of the Services is additionally subject to the terms and conditions of such Third Party Platforms, which may change from time to time. It is your responsibility to locate, access, and read the latest terms and conditions of such Third Party Platforms before using in any capacity. In the event of conflict between these Terms of Use and those of the Third Party Platforms, the terms of these Terms of Use will prevail. Company is not required to provide a community platform, and has complete discretion with regards to the platforms, and the nature of the interactions, dependent on the Service. You agree that your use of these community and social media platforms is a privilege and Company may limit or deny access to these platforms for misconduct in violation of the Group Rules or otherwise, as determined solely in Company’s discretion. Company is not required to provide notice and reserves all rights to take immediate and appropriate action to protect the Manifested Adventures, LLC brand and image as it sees fit. As noted above, You understand and agree that your Comments in connection with such Third Party Platforms are public, as well as owned and controlled by Company, which means Company can use the Comments in any way on all Company Services, including without limitation, liking, retweeting, excerpting, or otherwise featuring the Comments in whole or in part.

Rights

1. Some of the Services may be supported by advertising revenue and may display advertisements and promotions, and You hereby agree that Company may place such advertising and promotions in connection with the Service or on, about, or in conjunction with your Comments. The manner, mode and extent of such advertising and promotions are subject to change without specific notice, or compensation of any kind, to You.

2. You represent and warrant that: (i) You own the Comments posted by you on or through the Service or otherwise have the right to grant the rights and licenses set forth in these Terms of Use; (ii) the posting and use of your Comments on or through the Service does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights; (iii) You agree to pay for all royalties, fees, and any other monies owed by reason of Comments You post on or through the Service; and (iv) You have the legal right and capacity to enter into these Terms of Use in your jurisdiction.
3. Except as otherwise described in the Service's Privacy Policy, as between You and Company, You acknowledge and agree that your relationship with Company is not a confidential, fiduciary, or other type of special relationship.
4. If the User uses the Service through Company's mobile application, User grants Company the right to use the processor, bandwidth, and storage hardware on User's device in order to facilitate the operation of the Service.

Claims of Infringement

1. If a User believes that any content appearing on the Service infringes the User's copyright rights, Company wants to hear from the User. Please forward the following information in writing at the address listed below:
 - a) The User's name, address, telephone number and e-mail address;
 - b) A description of the copyrighted work(s) that the User claims has been infringed;
 - c) The exact description of each place where alleged infringing material is located;
 - d) A statement by the User that the User has a good faith belief that the disputed use has not been authorized by the User, its agent, or the law;
 - e) The User's electronic or physical signature or the electronic or physical signature of the person authorized to act on the User's behalf; and
 - f) A statement by the User made under penalty of perjury, that the information in the User's notice is accurate, that the User is the copyright owner or authorized to act on the copyright owner's behalf.

Please provide any feedback or claims of infringement to the following address:

ATTN: Londa Jensen – Manifested Adventures, LLC, LLC, 8716 Captains Pl. Las Vegas, NV 89117 or via email at londa@manifestedadventures.com.

Disclaimer of Warranties

THE SERVICES, INCLUDING, WITHOUT LIMITATION, COMPANY CONTENT, IS PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER COMPANY, KATHRIN ZENKINA, LONDA JENSEN, BRENNAN O'KEEFE, NOR THEIR PARENT COMPANY, ANY OF THEIR EMPLOYEES, MANAGERS, OFFICERS OR AGENTS (COLLECTIVELY, THE "COMPANY PARTIES") MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND

WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (A) THE SERVICES; (B) THE COMPANY CONTENT; (C) USER CONTENT (INCLUDING COMMENTS); OR (D) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO COMPANY OR VIA THE SERVICES. IN ADDITION, THE COMPANY PARTIES HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.

THE COMPANY PARTIES DO NOT REPRESENT OR WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SERVICE OR THE SERVER THAT MAKES THE SERVICE AVAILABLE IS FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. THE COMPANY PARTIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON THE SERVICE IS ACCURATE, COMPLETE, OR USEFUL. YOU ACKNOWLEDGE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE COMPANY PARTIES DO NOT WARRANT THAT YOUR USE OF THE SERVICE IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND THE COMPANY PARTIES SPECIFICALLY DISCLAIM SUCH WARRANTIES. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOU AND THESE TERMS OF USE.

BY ACCESSING OR USING THE SERVICE YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SERVICE.

THE COMPANY PARTIES DO NOT ENDORSE CONTENT AND SPECIFICALLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER BASED UPON OR RESULTING FROM ANY CONTENT.

Limitation of Liability; Waiver

UNDER NO CIRCUMSTANCES WILL THE COMPANY PARTIES BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO: (A) THE SERVICE; (B) THE COMPANY CONTENT; (C) USER CONTENT (INCLUDING COMMENTS); (D) YOUR USE OF, INABILITY TO USE, OR THE PERFORMANCE OF THE SERVICE; (E) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE COMPANY PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR OR ANY OTHER PARTY'S USE OF THE SERVICE; (F) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS; (G) ANY ERRORS OR OMISSIONS IN THE SERVICE'S OPERATION; OR (H) ANY DAMAGE TO ANY USER'S COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION, INCLUDING, WITHOUT LIMITATION,

DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF FORESEEABLE OR EVEN IF THE COMPANY PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THE SERVICE). IN NO EVENT WILL THE COMPANY PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS, DAMAGE OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT SOME OF THE EVENTS, ACTIVITIES OR ACTIONS TAKEN BY YOU WHETHER IN CONNECTION WITH THE SERVICE OR OTHERWISE CARRY CERTAIN INHERENT AND SIGNIFICANT RISKS OF SERVICE DAMAGE, BODILY INJURY OR DEATH AND THAT YOU VOLUNTARILY ASSUME ALL KNOWN AND UNKNOWN RISKS ASSOCIATED THEREWITH EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION OR INACTION OR NEGLIGENCE OF COMPANY OR BY THE ACTION, IN ACTION OR NEGLIGENCE OF OTHERS. YOU EXPRESSLY AGREE THAT COMPANY DOES NOT ASSUME RESPONSIBILITY FOR THE SUPERVISION, PREPARATION, OR CONDUCT OF ANY ACTIVITY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT WILL THE COMPANY PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OR ACTION EXCEED THE TOTAL PURCHASE PRICE OF THE SERVICE YOU HAVE PURCHASED FROM COMPANY, AND IF NO PURCHASE HAS BEEN MADE BY YOU, COMPANY'S CUMULATIVE LIABILITY TO YOU SHALL NOT EXCEED ONE HUNDRED UNITED STATES DOLLARS (\$100.00).

YOU AGREE THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF COMPANY'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEB SITE, SERVICE, PRODUCT OR OTHER CONTENT OWNED OR CONTROLLED BY THE COMPANY PARTIES, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY WEB SITE, SERVICE, PRODUCT, OR OTHER CONTENT OWNED OR CONTROLLED BY THE COMPANY PARTIES.

BY ACCESSING THE SERVICE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

COMPANY IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES.

Indemnification

You (and also any third party for whom you operate an account or activity on the Website or in connection with the Services) agree to defend (at Company's request), indemnify and hold the Company Parties harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities in connection with the Service or those conducted on your behalf): (i) your content or Comments or your access to or use of the Service; (ii) your breach or alleged breach of these Terms of Use; (iii) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or (v) any misrepresentation made by You. You will cooperate as fully required by Company in the defense of any claim. Company reserves the right to assume the exclusive defense and control of any matter subject to indemnification by You, and You will not in any event settle any claim without the prior written consent of Company.

Disputes.

Our Customer Service specialists are ready to assist you and address your concerns: email londa@manifestedadventures.com.

In the event that our customer service team is unable to resolve your concern, by using the Services, you unconditionally agree that all disputes between You and Company (whether or not such dispute involves a third party) with regard to your relationship with Company, including without limitation disputes related to these Terms of Use, your use of the Service, and/or rights of privacy and/or publicity, will be resolved by binding, individual arbitration under the American Arbitration Association's rules for arbitration of consumer-related disputes and you and Company hereby expressly waive trial by jury. You may bring claims only on your own behalf. Neither you nor Company will participate in a class action or class-wide arbitration for any claims covered by this agreement. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if Company is a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act. In the event the American Arbitration Association is unwilling or unable to set a hearing date within one hundred and sixty (160) days of filing the case, then either Company or You can elect to have the arbitration administered instead by the Judicial Arbitration and Mediation Services. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms of Use. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration section will be null and void. This arbitration agreement will survive the termination of your relationship with Company.

Time Limitation on Claims.

You agree that any claim you may have arising out of or related to your relationship with Company must be filed within one (1) year after such claim arose; otherwise, your claim is permanently barred. This provision expressly survives the termination of your relationship with Company.

Governing Law & Venue.

The law applicable to the interpretation and construction of these Terms of Use and any transaction using or relating to the Services, shall be the Federal Arbitration Act, applicable federal laws, and the laws of the state of Nevada, USA, without regard to principles of conflict of laws, but subject to the Federal Arbitration Act and other federal law relating to the arbitrability of claims. You agree that all matters relating to your access to or use of the Service, including all disputes, will be governed by the laws of the United States and by the laws of the State of Nevada AND WILL SPECIFICALLY NOT BE GOVERNED BY THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE.

Severability.

If any provision of these Terms of Use is held to be unlawful, void, or for any reason unenforceable during arbitration or by a court of competent jurisdiction, then that provision will be deemed severable from these Terms of Use and will not affect the validity and enforceability of any remaining provisions. Company's failure to insist upon or enforce strict performance of any provision of these Terms will not be construed as a waiver of any provision or right. No waiver of any of these Terms will be deemed a further or continuing waiver of such term or condition or any other term or condition. Company reserves the right to change this dispute resolution provision, but any such changes will not apply to disputes arising before the effective date of the amendment. This dispute resolution provision will survive the termination of any or all of your transactions with Company.

Entire Agreement.

If you are using the Service on behalf of a legal entity, you represent that you are authorized to enter into an agreement on behalf of that legal entity. These Terms of Use constitute the entire agreement between You and Company and governs your use of the Service, superseding any prior agreements between You and Company. You will not assign the Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of Company. Any purported assignment or delegation by You without the appropriate prior written consent of Company will be null and void. Company may assign these Terms of Use or any rights hereunder without your consent. Neither the course of conduct between the Parties nor trade practice will act to modify the Terms of Use. These Terms of Use do not confer any third-party beneficiary rights.

Territorial Restrictions.

The information provided within or in connection with the Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Company to any registration requirement within such jurisdiction or country. We reserve the right to limit the availability of the Service or any portion of the Service, to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, Service or other feature that Company provides.

These Terms of Use were written in English (US). To the extent any translated version of these Terms of Use conflicts with the English version, the English version controls.

Service and Product Information

The prices displayed on the Website are quoted in U.S. dollars, unless otherwise indicated. Please note that while we have tried to accurately display the colors of products, the actual colors you see will depend on your monitor, display, or device and may not be accurate.

Returns and Refunds.

Please refer to your respective Service License for the cancellation policy related to your purchase.

For any questions about your specific purchase, please email londa@manifestedadventures.com.