**InstantBoss Community Application Terms of Service**

(End User Licensing Agreement, Community Guidelines, Prohibited Items Policy, and Intellectual Property Policy)

These Terms of Services (“Agreement”) are a binding agreement between you (“End User” or "**you**") and InstantBoss LLC ("**Company**"). This Agreement governs your use of the InstantBoss Community application ("**Application**") and includes an End User Licensing Agreement between you and Company, the Application’s Community Guidelines, our Intellectual Property Policy, and Prohibited Items Policy.

The Application serves as a platform for retailers and wholesalers to connect and wholesalers to showcase their product listings. User acknowledges that Company does not manufacture, store, inspect, sell, facilitate the sale of, or process the sale of any of the items posted by wholesalers on the Application. No sales are facilitated or processed through the Application. To purchase any products from wholesalers, retailers must visit wholesalers’ websites, which are completely independent of and not affiliated with InstantBoss LLC or the InstantBoss Community application.

The Application is licensed, not sold, to you.

BY DOWLOADING, INSTALLING, AND USING THE APPLICATION, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD/ INSTALL/USE THE APPLICATION AND DELETE IT FROM YOUR DEVICE.

1. Definitions. This Agreement shall refer to the following terms according to the definitions below:
	1. **Wholesaler:** Individuals, merchants, or companies who procure goods from manufacturers, importers, or distributors and resell the goods to retail shops and end-users in business and industry.
	2. **Retailer:** An individual or a business that sells goods and products to retail consumers (the public) in relatively varying quantities for their use or consumption and not for resale.
2. License Grant. Subject to the terms of this Agreement, Company grants you a limited, non-exclusive, and nontransferable license to:
	1. download, install, and use the Application for your personal, non-commercial use on a single device or otherwise controlled by you ("**Device**") strictly in accordance with this Agreement.
	2. access, download, install, and use on such Device the Content and Services (as defined in Section 6) made available in or otherwise accessible through the Application, strictly in accordance with this Agreement and the Terms of Use applicable to such Content and Services as set forth in Section 6.
3. License Restrictions. You shall not:
	1. copy the Application, except as expressly permitted by this license;
	2. modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application;
	3. reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;
	4. remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy thereof;
	5. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time;
	6. remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application; or
	7. use the Application in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, including any power generation systems; aircraft navigation or communication systems, air traffic control systems, or any other transport management systems; safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire, or other safety response systems; and military or aerospace applications, weapons systems, or environments
4. Reservation of Rights. You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Company reserves and shall retain its entire right, title, and interest in and to the Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.
5. Collection and Use of Your Information. You acknowledge that when you download, install, or use the Application, Company may use automatic means including, for example, cookies and web beacons to collect information about your Device and about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Application or certain of its features or functionality, and the Application may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with this Application is subject to our Privacy Policy available to view at [www.instantbossclub.com/instantboss-community-app](http://www.instantbossclub.com/instantboss-community-app) By downloading, installing, using, and providing information to or through this Application, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.
6. Content and Services. The Application may provide you with access to Company’s services accessible thereon, and certain features, functionality, and content accessible on or through the Application such as wholesaler profiles, retailer profiles, service based profiles, boutique matchmaking services, boutique tours, boutique shopping lists, boutique TV, boutique to do list, customized boutique feeds, small shop newsroom, boutique pop up events, and InstantBoss Magazine.
7. Community Guidelines. By accessing and/or using the Application, you agree to comply with these community guidelines (the “Community Guidelines”) and all applicable laws. You agree to not use the Application for any unlawful purpose.
	1. You may not upload, post, share, transmit, or otherwise make available any content that:
	* infringes any copyright, trademark, right of publicity, or other proprietary rights of any person or entity; or
	* is defamatory, libelous, indecent, obscene, pornographic, sexually explicit, invasive of another’s privacy, promotes violence, or contains hate speech (i.e., speech that attacks or demeans a group based on race or ethnic origin, religion, disability, gender, age, veteran status, and/or sexual orientation/gender identity; or
	* discloses any sensitive information about another person, including that person’s email address, postal address, phone number, credit card information, or any similar information.
	1. You will not post product listings containing or referencing any prohibited items (as defined in Section 8) or items which infringe on the intellectual property rights of any person or entity.
	2. You will not impersonate any entity or person or misrepresent your identity or business affiliations.
	3. You will not harass or stalk other Users of the Application or Company.
	4. You will notify Company of any content or behavior that violates these Terms of Service.
8. Prohibited Items. Even though InstantBoss Community App is a marketplace for boutique owners to browse for products from a wide range of wholesale suppliers, Company prohibits the promotion of certain items for various reasons. For example, some items can pose a considerable legal risk to Company and the community, and others which are incompatible with our mission, harmful to Users, or simply not in line with the core values and culture of Company. If a posted, published, or featured product listing is found to have violated the policy, the wholesaler's account may be **subjected to immediate suspension or termination**.

**The following items and genres are prohibited at our company.** *Please refrain from featuring, promoting, or publishing posts regarding the items below***:**

* Items promoting hatred
* "Of a certain age" products (alcohol, nicotine, gambling)
* Medical drugs, drugs, and related paraphernalia
* Illegal items, illegal activity, and highly regulated items
* Items of Danger
* Internationally Regulated Items
* Violence: Items that Endorse, Promote, or Glorify Violence
* Listings Based on Mature or Pornographic Content
* Product of Animal Origin and Human Remains

## Any item that promotes supports or glorifies hatred

A listing cannot advertise or create an item that promotes hatred of people or otherwise demeans them because of their race, ethnicity, nationality, religion, gender, gender identity, disability, or sexual orientation (e.g., protected groups: race, religion, physical or mental disability, and sex). Items and content promoting organizations or people with such views are also prohibited.

1. Products that are only available to people of a certain age, such as tobacco, alcohol, or gambling

It is prohibited to post any tobacco products, including but not limited to cigars, cigarettes, tobacco, pipe tobacco, hookah tobacco, chewing tobacco, or tobacco leaf. It is forbidden to post nicotine and other liquids used in electronic cigarettes (e-liquids).

It is prohibited to list, promote, or market equipment specifically used for gambling. Please note that products with other legitimate uses (such as dice and playing cards) will be allowed as a general rule.

* Any listings promoting marketing or advertising alcohol products violate this company policy and are strictly prohibited.

## Listings that promote medical drugs, drugs, and related paraphernalia are not permitted.

Regardless of their legal status elsewhere, promoting drugs and herbal substances, including substances used for recreational and medicinal purposes, is prohibited on any platform tied to our company.

Drug paraphernalia is prohibited from being promoted, listed, posted, marketed, or advertised, including (but not limited to), for example, carburetor items, dab kits, slides, bongs, bubblers, and vaporizers.

Any items that can be used as drug paraphernalia but are not exclusively for drugs should not be represented or advertised for drug use. Additionally, medical devices, pharmaceuticals, and medical prescription drugs are prohibited. Herbal drugs or medicines (plants, herbs, or seeds) are also forbidden, including but not limited to all controlled substances, including narcotics, marijuana, CBD, and steroids are prohibited from listing and promotion of any kind. Additionally, plants or parts of plants that are derived from hallucinogenic substances, such as poppy pods, seeds, straws, Kratom or Mitragyna speciosa, any hallucinogenic mushroom, and any item presented as a drug-like substance, are strictly prohibited from listing on our site and being advertised or promoted through our company.

## Items that promote illegal activity, items that are illegal, and highly regulated items

Company makes sure to respect all matters of the law, and we expect all of our partners and wholesalers to do so too.

We do not allow items that promote illegal activity, illegally obtained items, or stolen items. No listings are permitted to promote illicit activities.

1. Unlicensed or counterfeit items are prohibited.

A replica, copycat, fake, counterfeit, or unauthorized good is an imitation of an authentic item, especially one that uses a brand's name, logo, or protected design without the brand owner's consent. Likewise, we may consider "upcycled" or repurposed items counterfeit even if they contain genuine materials if they use a brand's name, logo, or protected design without permission. Items like bags and branded apparel are examples of counterfeit or unauthorized goods.

Wholesalers and users must comply with all applicable laws when listing items.

1. Items of Danger: Hazardous Materials, Recalled Items, and Weapons

Certain dangerous items are prohibited from our company's marketplace for safety and legal reasons.

Below are some **prohibited hazardous materials**, although **this list is not exhaustive**:

* Sparklers or Fireworks (explosives)
* Primers for Explosives
* Flammable Items or Materials
* Items That are Gaseous in Nature
* Materials or Items Containing Radioactive Materials
* Poisonous or Toxic Substances
* Mature or Pornographic Content
1. Products that have been recalled or pose an unreasonable risk of harm

The promotion, posting, or advertising of recalled products is not permitted. Users listing items on our website and related platforms must perform due diligence and take responsibility to ensure they are not violating our policy and placing individuals in potential harm or risk.

Products presenting an unreasonable risk of injury are prohibited, even if they haven't been recalled. The list would include, for example, items that are choking hazards. These items are usually identified based on information from government agencies.

1. Weapons and Other Harmful Instruments

We do not allow any item intended for use as a weapon to inflict harm, including guns, other firearms, knives, swords, and any other weapons otherwise prohibited by US law. Among other items, our company prohibits the following:

## Items that Endorse, Promote, or Glorify Violence

Any listing that promotes, supports, or glorifies acts of violence or self-harm, including threats of harm that may be deemed credible, is not permitted.

## Content containing pornography

**Any form of pornography is prohibited on the Application.**

Pornography is generally defined as an item containing representations of explicit sexual acts, sex organs, or any other erotic behavior that solely has the purpose of arousing or stimulating sexual desire. Company reserves the right, in its sole discretion, to remove any content or listings it deems to violate this policy.

## Product of Animal Origin and Human Remains

Wholesalers are not permitted to post, promote, and market listings with the following animal products:

* Livestock (no live animal listings of any kind) is prohibited.
* Listings involving products that are made from endangered or threatened animals are prohibited.
* A user or wholesaler may not list or post any products created with any species of animal that remain protected by the [**Convention on International Trade in Endangered Species of Wild Fauna and Flora**](https://cites.org/eng/disc/what.php)(CITES) or by any other local laws. Animal parts may include bones, claws, internal organs, fur, skins, shells, teeth, and tusks.
* As defined by US federal law, those items made from parts or pelts of cats and dogs are prohibited.
* Fossilized ivory, tusks, and tusks of ivory-producing animals, such as elk, wooly mammoth, and elk ivory, are prohibited.
* Apart from teeth, fingernails, and hair, human parts or products derived from human remains are strictly prohibited.

We encourage all wholesalers and retailers to check their local laws.

1. Geographic Restrictions. The Content and Services are based in the state of Texas in the United States and provided for access and use only by persons located in the United States. You acknowledge that you may not be able to access all or some of the Content and Services outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the Content and Services from outside the United States, you are responsible for compliance with local laws.
2. Updates. Company may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Device settings, when your Device is connected to the internet either:
	1. the Application will automatically download and install all available Updates; or
	2. you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

1. Third-Party Materials. The Application displays, includes, or makes available third-party content (including wholesaler product listings, data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising ("**Third-Party Materials**"). You acknowledge and agree that Company is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, trademark compliance, legality, decency, quality, or any other aspect thereof. Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.
2. Intellectual Property. Through the application, Company allows third-party wholesalers to showcase their product listings. Users cannot buy or sell any posted items through the Application. They must continue to websites independently operated by wholesalers to purchase any items. operate their own shops with their own policies and handle their inventory, shipments, and compliance with state and federal regulations. The company provides a platform for wholesalers and retailers to meet but does not manufacture goods, store inventory, ship items on their behalf, or facilitate or process the sale of any items posted by retailers or wholesalers. These product listings are posted by independent wholesalers who are not affiliated with Company, nor are any employees, agents, or representatives of Company. During the posting process, wholesalers should ensure that their content is free of any infringement or violation of third-party rights.

Company reserves the right to disable listings, posts, promotions, and accounts that violate those terms, including those that violate our Intellectual Property Rules or Prohibited Items Rules. Likewise, we maintain the right to take action against those who violate our Intellectual Property Rules or Terms of Use.

When supplied with proper notice, Company will remove the material cited for alleged intellectual property infringements, but cannot provide any legal advice or guidance as to whether content or products posted by other Users violate the intellectual property rights of any third party.

1. Intellectual Property Infringement Reports

We strive to remove or disable access to allegedly infringing material when notified of intellectual property infringement. The company makes a reasonable effort to contact affected members who are removed or disabled in response to a notice, inform them of the removal and instructions about how to submit a counter-notice in cases of alleged copyright infringement. Further, a copy of the infringement notice will be forwarded to relevant wholesaler, along with the reporting party's name and email address.

To notify the company's designated agent of alleged infringement and other intellectual property disputes, please contact Company at admin@instantbossclub.com

The company may require more information before processing an infringement report, such as documentation of the claimed right or identity verification of the reporting party. We can reject reports of infringement or counter notices containing false or fraudulent information or submitted in a breach of good faith. In addition, Company also reserves the right to take action against anyone who abuses this policy.

## Copyright Counter Notices

The company only accepts counter-notices for copyright notices per the Digital Millennium Copyright Act (DMCA). We will supply a copy of the counter-notice to the original complaining party if we receive a DMCA counter-notice. Unless the copyright owner files an action to obtain a court order against the allegedly infringing party and informs the company of this action, the removed material may be replaced or access to it restored ten business days after the counter-notice is processed.

## Repetitive Infractions of Infringement

With relevant circumstances and according to our discretion, we may terminate listing privileges for wholesalers who have repeatedly received notices of intellectual property infringement. We reserve the right to refuse services to a user who attempts to open a new account after the termination of their existing wholesaler account. If we believe that any of these accounts belong to or are operated by the affected user, we have taken action against them. Our company's Terms of Use states that account privileges can be terminated at our discretion, at any time, for any reason we deem worthy, and without prior notice.

## Withdrawals of Infringement

Claims of infringement can only be withdrawn by the original intellectual property owner or their authorized representative. The user must state clearly in the withdrawal form that the withdrawal is formal. Additionally, the user or material in question must be clearly and correctly identified, for example, the username and URL of the listing it is associated with.

As soon as the company receives a formal withdrawal of a notice of infringement, it will make reasonable efforts to contact both parties involved to confirm receipt and inform the affected member. It is important to remember that violations are reviewed on a per-case basis, and withdrawals do not guarantee changes to a user or wholesaler's status.

1. Term and Termination. The term of Agreement commences when you download and/or install the Application/acknowledge your acceptance and will continue in effect until terminated by you or Company as set forth in this Section 13:
	1. You may terminate this Agreement by deleting the Application and all copies thereof from your Device.
	2. Company may terminate this Agreement at any time without notice. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.
	3. Upon termination:
	4. All rights granted to you under this Agreement will also terminate; and
	5. You must cease all use of the Application and delete all copies of the Application from your Device and account.
	6. Termination will not limit any of Company's rights or remedies at law or in equity.
2. Disclaimer of Warranties. THE APPLICATION IS PROVIDED TO END USER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

USER REPRESENTS, WARRANTS, AND COVENANTS TO COMPANY THAT USER SHALL COMPLY WITH USER’S OBLIGATIONS UNDER THIS AGREEMENT AND COMPLY WITH ALL APPLICABLE LAWS. USER REPRESENTS, WARRANTS, AND COVENANTS THAT USER’S USE OF THE APPLICATION AND SUBMISSION, POSTING, SHARING, AND TRANSMISSION OF ANY DATA THROUGH THE APPLICATION OF ANY TRADEMARKS OR CONTENT DO NOT VIOLATE THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. USER REPRESENTS, WARRANTS, AND CONVENANTS THAT USER OWNS THE RIGHTS AND INTERESTS TO ANY CONTENT SUBMITTED, POSTED, OR OTHERWISE TRANSMITTED THROUGH THE APPLICATION.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

1. Limitation of Liability. USER ACKNOWLEDGES THAT COMPANY DOES NOT MANUFACTURE, STORE, INSPECT, SELL, FACILITATE THE SALE OF, OR PROCESS THE SALE OF ANY OF THE ITEMS FEATURED BY WHOLESALERS ON THE APPLICATION. THIS APPLICATION SERVES AS A PLATFORM FOR RETAILERS AND WHOLESALERS TO CONNECT AND WHOLESALERS TO SHOWCASE THEIR PRODUCT LISTINGS.

NO SALES ARE FACILIATED OR PROCESSED THROUGH THE APPLICATION. TO PURCHASE ANY PRODUCTS FROM WHOLESALERS, RETAILERS MUST VISIT WHOLESALERS’ WEBSITES, WHICH ARE COMPLETELY INDEPENDENT AND SEPARATE FROM INSTANTBOSS LLC OR SWIPEMARKET.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES FOR:

1. PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.
2. DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

1. Indemnification. You agree to indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of this Agreement, including but not limited to the content you submit or make available through this Application and violation of the intellectual property rights of any third party.
2. Export Regulation. The Application may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Application available outside the US.
3. US Government Rights. The Application is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Application as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.
4. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect; provided, however, that if any fundamental term or provision of this Agreement is invalid, illegal, or unenforceable, the remainder of this Agreement shall be unenforceable.
5. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Texas 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 Application shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas in each case located in Dallas, Texas. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.
6. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.
7. Entire Agreement. This Agreement and our Privacy Policy constitute the entire agreement between you and Company with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.
8. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.