Terms of Service

Effective January 1, 2022

INTRODUCTION

820Direct ("Company" or “We”) recommends that you read the following terms and conditions carefully. By accessing or using the 820Direct e-Store website, including any software or mobile applications made available by Company (together, the "Website"), however accessed or used, or using any of the food, shakes, supplements, or other products ordered through the Website (collectively, “Products”), you agree to be bound by these terms (the "Terms of Service" or the "Agreement"). We encourage you to print the Agreement or save it to your computer for reference.

If you do not understand this Agreement, or do not agree to be bound by it or the Privacy Policy, you may not access or use the Website, and you must immediately cease accessing or using the Website.

These terms contain an arbitration provision that requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limits the remedies available to you in the event of a dispute. See Section 18 (Dispute Resolution) for full details.

PRIVACY POLICY

By using the Website, you represent and warrant that you have read and understood, and agree to be bound by, this Agreement and Company’s Privacy Policy (the "Privacy Policy"), which is incorporated into this Agreement by reference. The Privacy Policy is available at <https://myclinicshop.com/privacy-policy/>. Company encourages you to frequently check the Privacy Policy for changes.

ELIGIBILITY

By accessing and/or using the Website, including by doing so after accessing this Agreement, you represent and warrant that you are at least 18 years old, and/or are otherwise legally qualified to enter into and form contracts under applicable law. If you are using the Website on behalf of a company, you further represent and warrant that you are authorized to act and enter into contracts on behalf of that company.

NO MEDICAL ADVICE

You understand and agree that nothing on the Website or provided through the Website is intended as or should be construed as medical advice. Company is not a medical organization and cannot give you medical advice or any diagnosis. You are urged and advised to seek the advice of a physician before beginning any dietary or any weight loss regimen. While the Products are generally recognized as safe for consumption, you may be pregnant, nursing, taking medication or have a health condition that conflicts with the Products; as such, you should consult with your primary care physician before using any of the Products.

PAYMENTS: SUBSCRIBE & SAVE

Payments

You acknowledge and agree that Company reserves the right to charge for access to the Website and/or the Products. All transmissions of payment information between you and the Website are secured with Internet-standard TLS (also known as HTTPS) encryption. We collect your name, address, and payment information to process your order. You agree to pay all fees, taxes, and other costs assessed to you for the purchase of Products or services through the Website.

Refunds and Returns

In accordance with our Safe Quality Food (SQF) and Good Manufacturing Practices (GMP) certifications, we cannot accept any product returns once they ship from any of our warehouses.

Subscribe & Save Terms & Conditions

From time to time, Company may offer certain Products and/or exclusive Website and feature access via recurring Subscribe & Save plans. At the time you enroll in a Subscribe & Save plan (your “Subscription”), the specific terms of your Subscription will be communicated to you, such as (1) how much you will pay for the Subscription, (2) how often you will be charged for your Subscription (for example, monthly), and (3) how you can change or cancel your Subscription. If you chose to enroll in a Subscription, you understand and agree that, in addition to your first purchase, your credit or debit card on file will be charged for additional Subscription fees at regular intervals (e.g., once per month) without obtaining further permission or confirmation from you. In other words, Subscriptions renew automatically unless cancelled in advance of the next payment period by you. Please pay attention to the payment terms and disclosures provided during the order process for your Subscription.

Company may, in its sole discretion, send you email reminders about upcoming Subscribe & Save shipments, but you understand and agree that it is your exclusive responsibility to keep track of upcoming shipments and charges for your Subscription.

CHANGES TO TERMS AND PRIVACY POLICY

Internet technology and the applicable laws, rules, and regulations change frequently. Company reserves the right to change this Agreement and its Privacy Policy at any time upon notice to you (including by posting a new version, or sending you a change notice). It is your responsibility to review this Agreement and the Privacy Policy periodically. If at any time you find either this Agreement or the Privacy Policy unacceptable, you must immediately cease accessing Service. Unless Company obtains your express consent, any revised Privacy Policy will apply only to information collected by Company after the revised Privacy Policy takes effect, and not to information collected under any earlier versions of the Privacy Policy.

LICENSE

Subject to your compliance with these Terms of Service, Company grants you a non-exclusive, non-sublicensable, revocable as stated in this Agreement, non-transferable license to access the Company Website. No part of the Website may be reproduced, duplicated, copied, modified, sold, resold, distributed, transmitted, or otherwise exploited for any commercial purpose without the prior express written consent of Company. All rights not expressly granted in this Agreement are reserved by Company. Without limitation, this Agreement grants you no rights to the intellectual property of Company or any other party, except as expressly stated in this Agreement. The license granted in this section is conditioned on your compliance with this Agreement. Your rights under this section will immediately terminate if, in the sole judgment of Company, you have breached any provision of this Agreement.

NO RELIANCE ON THIRD PARTY CONTENT

Opinions, advice, statements, or other information made available through the Website by third parties are those of their respective authors and should not necessarily be relied upon. Those authors are solely responsible for their content. Company does not: (i) guarantee the accuracy, completeness, or usefulness of any third-party information accessible on or through the Website; or (ii) adopt, endorse, or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by a third party through the Website. Under no circumstances will Company be responsible for any loss or damage resulting from your reliance on information or other content posted through the Website transmitted to or by any third party.

ASSUMPTION OF RISK; RELEASE

You knowingly and freely assume all risk when using the Website and Products. You, on behalf of yourself, your personal representatives, and your heirs, voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify Company and its owners, officers, directors, employees, agents, affiliates, consultants, representatives, sublicensees, successors, and assigns (collectively, the "Company Parties") from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, emotional distress, or other damages or harm, whether to you or to third parties, that may result from your use of the Website or Products.

USER ACCOUNT, ACCURACY, AND SECURITY

User Account

To access and use certain parts of the Website, you may be asked to create a user account ("Account"), and to provide information that personally identifies you. You represent and warrant that all user information you provide in connection with your Account and your use of the Website is current, complete, and accurate, and you agree that you will update that information as necessary to maintain its completeness and accuracy by updating your personal Profile. You agree that you will not submit any fake content to willfully and credibly impersonate another person, whether actual or fictitious. If Company believes in its sole discretion that the information you provide is not current, complete, or accurate, Company has the right to refuse you access to the Website, or to terminate or suspend your access at any time, or both. For additional information, see Company’s Privacy Policy.

Account Security

You may be asked to provide a username, password, and possibly other information to secure your Account. You are entirely responsible for maintaining the confidentiality of your password. You may not use the username or password of any other person, nor may you share your username and password, nor may you circumvent any authentication mechanism requiring the entry of usernames, passwords, or any other information to gain unauthorized access to the Website. You agree to notify Company immediately of any unauthorized use of your Account. Company shall not be liable for any loss that you incur because of someone else using your Account, either with or without your knowledge. You may be held liable for any losses incurred by Company, its affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else's use of your Account.

CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS FROM COMPANY

By registering for the Website and providing your name, email, postal or residential address, and/or phone number through the Website, you expressly consent to receive electronic and other communications from Company, over the short term and periodically, including email communications. These communications will be about the Website, new product offers, promotions, and other matters. You may opt out of receiving electronic communications at any time by following the unsubscribe instructions contained in each communication, or by using the form here: <https://myclinicshop.com/customer-requests/>. You agree that these electronic communications satisfy any legal requirements that communications or notices to you be in writing.

THIRD PARTY WEBSITES

The Service may be linked with the websites of third parties ("Third Party Websites"), some of whom may have established relationships with Company and some of whom may not. Company does not have control over the content and performance of Third Party Websites. Company has not reviewed, and cannot review or control, all of the material, including computer software or other goods or services, made available on Third Party Websites. Accordingly, Company does not represent, warrant, or endorse any Third Party Websites, or the accuracy, currency, content, fitness, lawfulness, or quality of the information, material, goods, or services available through Third Party Websites. Company disclaims, and you agree to assume, all responsibility and liability for any damages or other harm, whether to you or to third parties, resulting from your use of Third Party Websites.

PROHIBITED CONDUCT

Company imposes certain restrictions on your use of the Website. Any violation of this section may subject you to civil and/or criminal liability. The following are expressly prohibited: (a) providing false, misleading, or inaccurate information to Company or any other person in connection with the Website; (b) impersonating, or otherwise misrepresenting affiliation, connection, or association with, any person or entity; (c) modifying or changing the placement and location of any advertisement posted through the Website; (d) harvesting or otherwise collecting information about users, including email addresses and phone numbers; (e) without express written permission from Company, using or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars, or intelligent agents) to harvest or otherwise collect information from the Website for any use, including without limitation use on Third Party Websites; (f) accessing content or data not intended for you, or logging into a server or account that you are not authorized to access; (g) attempting to probe, scan, or test the vulnerability of the Website, or any associated system or network, or breaching security or authentication measures without proper authorization; (h) interfering or attempt to interfere with the use of the Website by any other user, host, or network, including (without limitation) by submitting malware or exploiting software vulnerabilities; (i) forging, modifying, or falsifying any network packet or protocol header or metadata in any connection with, or transmission to, the Website (for example, SMTP email headers, HTTP headers, or Internet Protocol packet headers); (j) while using the Website, using ad-blocking or other content-blocking software, browser extensions, or built-in browser options designed to hide, block, or prevent the proper display of online advertising; (k) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by the Company Parties in providing the Website, including without limitation any fraudulent effort to modify software or any other technological mechanism for measuring the number of impressions generated by individual content and/or the overall Service to determine and/or audit advertising revenues and payments, if applicable; (l) creating additional accounts to promote your (or another's) business, or causing others to do so; or (m) paying anyone for interactions on the Website.

INTELLECTUAL PROPERTY

You represent and warrant that, when using the Website, you will obey all applicable laws and respect the intellectual property rights of others. Your use of the Website is at all times governed by and subject to copyright and other intellectual property laws. You agree not to upload, post, transmit, display, perform, or distribute any content, information, or other materials in violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights.

Trademarks

Company’s trade names, logos, and trade dress, including “820Direct.com” (collectively, the "Company Marks"), are trademarks or registered trademarks of Company. Other trademarks, service marks, graphics, logos, and domain names appearing anywhere on, though, or in connection with the Website may be the trademarks of third parties. Neither your use of the Website nor this Agreement grant you any right, title, or interest in, or any license to reproduce or otherwise use, the Company Marks or any third-party trademarks, service marks, graphics, logos, or domain names. You agree that any goodwill in the Company Marks generated as a result of your use of the Website will inure to the benefit of Company, and you agree to assign, and do assign, all such goodwill to Company. You shall not at any time, nor shall you assist others to, challenge Company’s right, title, or interest in, or the validity of, the Company Marks.

Copyrights

All content and other materials available through the Website, including without limitation the Company logo, design, text, graphics, and other files, and their selection, arrangement, and organization, are either owned by Company or are the property of Company’s licensors and suppliers. Except as explicitly provided, neither your use of the Website nor this Agreement grant you any right, title, or interest in any such materials.

CONTENT PROVIDED BY YOU

Objectionable Content

From time to time, you may be afforded the opportunity to post product reviews or other content to the Website. In such instances, you agree that you shall not use the Website to upload, post, transmit, display, perform, or distribute any content, information, or materials that: (a) are libelous, defamatory, abusive, threatening, excessively violent, harassing, obscene, lewd, lascivious, filthy, or pornographic; (b) constitute child pornography; (c) solicit personal information from or exploit in a sexual or violent manner anyone under the age of 18; (d) incite, encourage, or threaten physical harm against another; (e) promote or glorify racial intolerance, use hateful and/or racist terms, or signify hate toward any person or group of people; (f) glamorize the use of illegal substances and/or drugs; (g) advertise or otherwise solicit funds or constitute a solicitation for goods or services; (h) violate any provision of this Agreement or any other Company agreement or policy, including without limitation Company's Privacy Policy; (i) disclose another's personal, confidential, or proprietary information; (j) are false or fraudulent; (k) contains images or videos of individuals captured or posted without their consent; (l) promote self-destructive behavior (including without limitation eating disorders or suicide); (m) infringe on the copyright or other intellectual property, rights of publication, or other rights of a third party; or (n) are generally offensive, rude, mean-spirited, or in bad taste, as determined by Company in its sole discretion (collectively, "Objectionable Content"). Company disclaims any perceived, implied, or actual duty to monitor content made available through the Website, and specifically disclaims any responsibility or liability for information provided on the Website. Without limiting any of its other remedies, Company reserves the right to terminate your use of the Website or your uploading, posting, transmission, display, performance, or distribution of Objectionable Content. Company, in its sole discretion, may delete any Objectionable Content from its servers. Company intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of this Agreement or of any applicable laws.

Your Responsibility for Your Defamatory or Infringing Content

You agree and understand that you may be held legally responsible for damages suffered by other users or third parties as the result of your remarks, information, feedback, or other content posted or made available through the Website that is deemed defamatory, infringing of another’s intellectual property rights, or otherwise legally actionable. Under Section 230 of the Federal Communications Decency Act of 1996, Company is not legally responsible, nor can it be held liable for damages of any kind, arising out of or in connection to any defamatory or otherwise legally actionable remarks, information, feedback, or other content posted or made available through the Website.

DISCLAIMERS, LIMITATION OF LIABILITY

No Warranties

Company, on behalf of itself and its licensors and suppliers, expressly disclaims any and all warranties, express or implied, regarding the Website or Products, arising by operation of law or otherwise, including without limitation any and all implied warranties of merchantability, fitness for a particular purpose, non-infringement, no encumbrance, or title, in addition to any warranties arising from a course of dealing, usage, or trade practice. Except as expressly stated herein, neither Company nor its licensors or suppliers warrants that the Website or Products will meet your requirements, or that the operation of the Website will be uninterrupted or error-free. Company disclaims all implied liability for damages arising out of the furnishing of the Website or Products pursuant to this Agreement, including without limitation, mistakes, omissions, interruptions, delays, tortious conduct, errors, representations, or other defects arising out of the failure to the furnish the Website, whether caused by acts of commission or omission, or any other damage occurring. Company shall not be liable for any indirect, incidental, special, consequential, or punitive damages (including without limitation damages for lost profits or lost revenues), whether caused by the acts or omissions of Company, Company Parties, or other users, or the agents or representatives of any of the foregoing.

Your Responsibility for Loss or Damage; Backup of Data.

You agree that your use of the Website is at your sole risk. You will not hold Company, the Company Parties, or its licensors and suppliers, as applicable, responsible for any loss or damage that results from your access to and/or use of the Website, including without limitation any loss or damage to any of your computers, mobile devices, including without limitations tablets and/or smartphones, or data. The Service may contain bugs, errors, problems, or other limitations.

Limitation of Liability

In no event shall Company, the Company Parties, or its licensors or suppliers be liable to you for any claims arising from your use with the Website or Products, including without limitation for special, incidental, or consequential damages, lost profits, lost data or confidential or other information, loss of privacy, costs of procurement of substitute goods or services, failure to meet any duty including without limitation of good faith or of reasonable care, negligence, or otherwise, regardless of the foreseeability of those damages or of any advice or notice given to Company or its licensors and suppliers arising out of or in connection with your use of the Website or Products. This limitation shall apply regardless of whether the damages arise out of breach of contract, tort, or any other legal theory or form of action. You agree that this limitation of liability represents a reasonable allocation of risk and is a fundamental element of the basis of the bargain between Company and you. The Website and Products would not be provided without such limitations.

Application of Disclaimers

The above disclaimers, waivers, and limitations do not in any way limit any other disclaimer of warranties or any other limitation of liability in any other agreement between you and Company or between you and any of Company’s licensors and suppliers. Some jurisdictions may not allow the exclusion of certain implied warranties or the limitation of certain damages, so some of the above disclaimers, waivers, and limitations of liability may not apply to you. Company’s licensors and suppliers are intended third-party beneficiaries of these disclaimers, waivers, and limitations. No advice or information, whether oral or written, obtained by you through the Website or otherwise shall alter any of the disclaimers or limitations stated in this section.

INDEMNIFICATION

Without limiting any indemnification provision of this Agreement, you (the "Indemnitor") agree to defend, indemnify, and hold harmless Company and the Company Parties (collectively, the "Indemnitees") from and against any and all claims, actions, demands, causes of action, and other proceedings (individually, "Claim", and collectively, "Claims"), including but not limited to legal costs and fees, and providing sole and exclusive control of the defense of any action to Company, including the choice of legal counsel and all related settlement negotiations, arising out of or relating to: (i) your breach of this Agreement, including without limitation any representation or warranty contained in this Agreement; (ii) your access to or use of the Website or Products; (iii) your violation or alleged violation of any foreign or domestic, international, federal, state, or local law or regulation; (iv) your violations of Section 13 regarding prohibited uses of the Website and other prohibited conduct; or (v) your violation or alleged violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights.

The Indemnitees each have the individual right, but not the obligation, to participate through counsel of their choice in any defense by you of any Claim as to which you are required to defend, indemnify, or hold harmless any, each, and/or all Indemnitees. You may not settle any Claim without the prior written consent of the concerned Company Parties.

DISPUTE RESOLUTION

Binding Arbitration

If you and Company or any of the Company Parties (collectively referred to in this Section as “Company”) cannot resolve a dispute or other Claim through negotiations, either party may elect to have the dispute or Claim finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other(s).

You acknowledge that without this provision, you would have the right to sue in court with a jury trial or to participate in a class action.

The language in this Agreement shall be interpreted in accordance with its fair meaning and not strictly for or against either party.

The arbitration shall be commenced and conducted under the Consumer Arbitration Rules of the American Arbitration Association ("AAA"), as modified by this Agreement, available at the AAA website www.adr.org. Except as otherwise provided for in this Agreement, Company will pay the AAA filing, administration, and arbitrator fees. If, however, the arbitrator finds that either the substance of your claim or the relief sought is frivolous or brought for an improper purpose according to the standards set forth in Rule 11 of the Federal Rules of Civil Procedure, then you will pay the arbitrator fees, in addition to any amount that exceeds the filing fees. In that case, you also agree to reimburse Company for all payments disbursed that are your obligation to reimburse under the AAA Rules. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to resolve, except that issues relating to the enforceability of the arbitration provision are for a Court of Competent Jurisdiction to resolve. The arbitration hearing will take place in Mt. Laurel, New Jersey; however, to facilitate participation by remote parties, the arbitration may be conducted in person, through document submission, through telephone, or online as deemed appropriate by the arbitrator. The arbitrator will issue a decision in writing, but need only provide a statement of reasons if requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Either party may litigate to compel arbitration in court, to stay proceedings pending arbitration, or to modify, confirm, vacate, or enter judgment on the award entered by the arbitrator. The arbitrator shall award costs to the prevailing party (including, without limitation, fees, expenses, and reasonable attorneys' fees) at any time during the proceeding and upon request from either party, within 14 days of the arbitrator's ruling on the merits.

Restrictions Against Joinder of Claims

You and Company agree that any arbitration shall be limited to each Claim individually. You and Company agree that each may only bring claims against the other in your or Company’s individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

If this specific provision is found to be unenforceable in a Court of Competent Jurisdiction, the Claim will still be finally and exclusively resolved by binding arbitration upon the election of either party, and any election to arbitrate by one party shall be final and binding on the other(s). In addition: (1) no arbitration shall be joined with any other arbitration, and (2) there is no right for any Claim to be arbitrated on a class-action or mass-action basis or to employ class action procedures, and (3) there is no right of authority for any dispute to be brought in a purported representative capacity on behalf either of the general public or any other individuals.

Remedies in Aid of Arbitration; Equitable Relief

This agreement to arbitrate will not preclude you or Company from seeking provisional remedies in aid of arbitration, including without limitation orders to stay a court action, compel arbitration, or confirm an arbitral award, from a Court of Competent Jurisdiction. Furthermore, this agreement to arbitrate will not preclude you or Company from applying to a Court of Competent Jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary. "Court of Competent Jurisdiction" means any court: (1) that has jurisdiction over the subject matter; and (2) that is located in or nearest to Mt. Laurel, New Jersey.

Venue for any Judicial Proceeding

This Agreement, including without limitation this Agreement's interpretation, shall be treated as though this Agreement were executed and performed in Mt. Laurel, New Jersey, and shall be governed by and construed in accordance with the laws of New Jersey without regard to its conflict of law principles. The language in this Agreement shall be interpreted in accordance with its fair meaning and not strictly for or against either party.

The proper venue for any judicial action arising out of, relating to, or in connection with this Agreement will be the state and federal located in or nearest to Mt. Laurel, New Jersey. The parties stipulate to, and agree to waive any objection to, the personal jurisdiction and venue of such courts, and further expressly submit to extraterritorial service of process.

TERMINATION

By Organization

Without limiting any other provision of this Agreement, Company reserves the right to, in Company’s sole discretion and without notice or liability, deny use of the Website to any person for any reason or for no reason at all, including without limitation for any breach or suspected breach of any representation, warranty, or covenant contained in this Agreement, or of any applicable law or regulation. This Agreement shall automatically terminate if you breach any of this Agreement's representations, warranties, or covenants. Such termination shall be automatic and shall not require any action by Company.

By You

You may terminate this Agreement and your rights under it at any time, for any or no reason at all, by providing to Company notice of your intention to do so, in the manner required by Section 20.

Effect of Termination

Any termination of this Agreement automatically terminates all rights and licenses granted to you under this Agreement, including all rights to use the Website. Upon termination, Company may, but has no obligation to, in Company’s discretion, rescind any services and/or delete from Company’s systems all of your personal information and any other files or information that you made available to Company or that otherwise relate to your use of the Website. Upon termination, you shall cease any use of the Website.

After termination, Company reserves the right to exercise whatever means it deems necessary to prevent your unauthorized use of the Website, including without limitation technological barriers such as IP blocking and direct contact with your Internet Service Provider.

Survival

Upon termination, all rights and obligations created by this Agreement will terminate, except for any outstanding payment obligations that were incurred prior to the date of termination and the following Sections will survive any termination of this Agreement: Sections 1-3, 5, and 9-21.

NOTICES

All notices required or permitted to be given under this Agreement must be in writing. Company shall give any notice by email sent to the most recent email address, if any, provided by the intended recipient to Company. You agree that any notice received from Company electronically satisfies any legal requirement that such notice be in writing. You bear the sole responsibility of ensuring that your email address on file with Company is accurate and current, and notice to you shall be deemed effective upon the sending by Company of an email to that address. You shall give any notice to Company by submitting said notice to us at 820Direct, 821 East Gate Drive, Mt. Laurel, New Jersey 08054.

GENERAL

Entire Agreement. This Agreement constitutes the entire agreement between Company and you concerning your use of the Website.

Partial Invalidity. Should any part of this Agreement be declared invalid, void, or unenforceable by a Court of Competent Jurisdiction, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect, and the parties acknowledge and agree that they would have executed the remaining portion without including the part so declared by a Court of Competent Jurisdiction to be invalid, void, or unenforceable.

**Amendments.** This Agreement may only be modified by a written amendment signed by an authorized executive of Company, or by the unilateral amendment of this Agreement by Company along with the posting by Company of that amended version.

**No Waiver.** A waiver by either party of any term or condition of this Agreement, or any breach, in any one instance, will not waive that term or condition or any later breach.

**Assignment.** This Agreement and all of your rights and obligations under it will not be assignable or transferable by you without the prior written consent of Company. This Agreement will be binding upon and will inure to the benefit of the parties, their successors, and permitted assigns.

**Independent Contractors.** You and Company are independent contractors, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement.

**No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement, with the following exceptions: the Company Parties, Indemnitees, and Company’s licensors and suppliers (to the extent expressly stated in this Agreement).

**Injunctive Relief.** You acknowledge and agree that any actual or threatened breach of this Agreement or infringement of proprietary or other third-party rights by you would cause irreparable injury to Company and Company’s licensors and suppliers, and would therefore entitle Company or Company’s licensors or suppliers, as the case may be, to injunctive relief. Headings. The headings in this Agreement are for convenience only and shall have no legal or contractual effect.