

**GET SAFE CHOICE PERSONAL SAFETY INC.
TERMS OF SERVICE**

LAST MODIFIED ON JANUARY 25, 2021

IMPORTANT: PLEASE READ THE TERMS OF SERVICE CAREFULLY BEFORE CONTINUING TO USE THIS SERVICE.

SECTION 14 OF THIS TERMS OF SERVICE AGREEMENT CONTAINS A BINDING CLASS ACTION WAIVER. IF YOU LIVE IN THE UNITED STATES, THIS SECTION AFFECTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES THAT YOU MAY HAVE WITH US. READ IT CAREFULLY.

This Terms of Service (the “Agreement”) is a legal agreement between You as an individual (“You”) and Get Safe Choice Personal Safety Inc., a California non profit corporation (“Get Safe”, “Us”, “We” or “Our”). It governs Your access to, conduct in, and other terms and conditions relating to Our operation and Your use of our Service, which includes, but is not limited to: (i) our websites, including, but not limited to <https://www.getsafeusa.com/>; (ii) virtual resources, goods, and services; and; (iii) other elements that may be added from time to time.

This Service is provided by Get Safe and certain rights and privileges regarding your use of the Service belong to the Get Safe and are described below in this Agreement.

By using the Service, You agree to be bound by the terms of this Agreement. This Agreement represents the entire agreement concerning the Service between You and Get Safe, and it supersedes any prior proposal, representation, agreement, negotiation, offer, counteroffer, acceptance, understanding, or any contrary terms between the parties. If You do not agree to the terms of this Agreement, You are not authorized to download, operate, or otherwise use the Service.

We reserve the right to update or change these Agreement at any time by posting the most current version of the Agreement on the Sites or within the Service with a new Effective Date shown. All such changes in the Agreement are effective from the Effective Date. Your continued use of the Service after we post any changes to the Agreement signifies Your agreement to any such changes. If You do not agree to the then-current Agreement, You must immediately discontinue using the Service.

As between You and Get Safe, the Service is the sole and exclusive property of Get Safe. You will not acquire any rights in connection with the Service, or any individual components or elements of the Service, through Your use.

Your use of the Service is solely controlled by this Agreement which cannot be changed except by a written agreement signed by both You and a fully authorized representative of Get Safe. The Service is licensed, not sold.

ANY VIOLATION OF THIS AGREEMENT MAY RESULT IN THE TERMINATION OF ANY PRIVILEGES ASSOCIATED WITH THE SERVICE AS DETAILED BELOW.

1. INTRODUCTION

1.1. What We Do. We are an educational service provider to help individuals by providing violence prevention, crises intervention, and recovery programs.

1.2. Acceptance. By using this Service, You are accepting these Terms of Use. These terms may be updated from time to time, at which point we may give notice via a notification on our app or Your email. Any continued use of this Service will then be considered acceptance of those updated Terms of Use.

2. GRANT OF LICENSE

The service is licensed to You by Get Safe for personal, noncommercial use on Your phone, tablet, or other authorized devices. You must be 18 or older to use this Service unless with the permission of a parent or legal guardian unless you are a resident of the European Union. European residents must be age 18, or such age required by the law in your jurisdiction. All other uses are prohibited.

3. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

3.1. Maintenance of Copyright and Trademark Notices. You agree not to remove or alter any copyright or trademark notices that appear anywhere within the Service.

3.2. Distribution. The license granted hereunder is non-transferable. The Service is licensed for Your use only and only on a personal computer or other authorized device. You may not distribute the Service to any third party.

3.3. Prohibition on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the Service, or take any steps to recreate or recover the source code of the Service and waive any right to do so.

3.4. Rental. You may not rent, lease, or lend the Service, or offer it for any commercial use or purpose.

3.5. Account Ownership. You may not buy, sell, give, or trade any account using our service, nor attempt to buy, sell, give, or trade any account using our service.

3.6. User Privacy. You agree that there is no expectation of privacy in connection with Your interactions with other users in and through the Service. Get Safe will fully cooperate with law enforcement and other governmental entities in policing the content of the Service. If You are under the age of 21, Get Safe reserves the right to release transcripts of Your chats, or other intra-Service communication, to Your parents, guardian, or other adult authority figure(s).

3.7. Support Services. Get Safe may in its sole discretion provide You with support services related to the Service (“Support Services”). Get Safe is not required to provide Support Services unless otherwise required by applicable law. No failure to provide, or to continue to provide, Support Services will be a default of Get Safe under this Agreement. Any supplemental software code provided to You as part of the Support Services will be treated as part of the Service, as between You and Get Safe will be and remain the sole property of Get Safe, and will be subject to the terms and conditions of this Agreement.

Get Safe support may be reached by contacting us via email at info@getsafeusa.com.

3.8. Compliance with Applicable Laws. You will fully comply with all applicable laws regarding use of the Service.

4. TERM, TERMINATION, MODIFICATION OF TERMS OF USE

The term of this Agreement will commence upon download of the Service and will continue for so long as You have in Your possession or control any copies of the Service. Without prejudice to any other of its rights, Get Safe may unilaterally terminate or modify this Agreement at any time and for any reason or for no reason, with no notice to You.

For example, but not in limitation, Get Safe may elect to terminate this Agreement and Your rights in connection with the Service if Get Safe, in either's sole determination, discontinues the Service, stops supporting or maintaining the Service, ceases to provide updates, no longer offers the Service for license, or believes You have failed to comply with the terms and conditions of this Agreement.

In the event of termination arising as a result of discontinuation of the Service by Get Safe, no refunds will be given for the licensing of the Service. In the event of termination arising from Your failure to comply with the terms of the Agreement: (i) no refunds will be made; and (ii) You must promptly destroy, uninstall, or delete all copies of the Service in Your possession. If modification of the Agreement by Get Safe materially affects Your rights in connection with the Service, which determination will be made by Get Safe in its sole discretion, Get Safe may, but is under no obligation to, notify You by sending an email message to Your last email address known to Get Safe or through the Service. Get Safe will have no liability if You do not receive Get Safe's notification.

Termination of this Agreement by You can only occur after you ceased to utilize the Service.

5. PROPRIETARY RIGHTS IN CONTENT ON THE SERVICE

5.1. Ownership Of Content Within The Service. Subject to Section 5.2 below, the content which may be accessed through use of the Service is the property of the Get Safe and may be protected by applicable copyright, trademark or other intellectual property laws and treaties.

5.2. Ownership Of Posts By Users. Get Safe does not claim ownership rights in the materials You post to the Service (including any testimonials posted to social media pages managed or controlled by Get Safe). Such materials include written text, lyrics, poetry, works of authorship or other materials. After posting Your Content to our Service, You continue to retain all ownership rights, and grant Get Safe a perpetual license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content through the Service and any social media accounts or public relation efforts managed or controlled by Get Safe.

5.3. Digital Millennium Copyright Act Compliance. If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") to us at info@getsafeusa.com with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;

- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

6. DONATIONS.

6.1. Links. The Service includes links to external processors to permit you to donate to Get Safe so it can continue its non-profit operations. Such donations are not necessary to access or view materials on the Service or through social media accounts managed by Get Safe. Currently, we accept payment through PayPal only. You can review the authorizations and details of your payment methods through the settings of PayPal's website.

6.2. NO REFUNDS. Donations are NONREFUNDABLE. Notwithstanding, at any time and at our sole discretion, we may elect to provide refunds.

6.3. Tax Deduction of Donations. You may become a donor (“Donor”) by pledging a donation to GET SAFE by using the donation tool on our Website. You acknowledge and agree that you are under no obligation to become a Donor or to pledge a donation and that you will be solely responsible for any decision to become a Donor. You understand that your contribution is being made to GET SAFE PERSONAL CHOICE and that GET SAFE PERSONAL CHOICE has exclusive legal control over all donations. In the event that you make a donation pledge, you will be required to provide truthful, accurate, valid, and current credit card or other payment information at the time of the pledge. You agree that all donations are final. Project Get Safe is an exempt organization as described in Section 501(c)(3) of the Internal Revenue Code; EIN # 33-0772477.

7. NO WARRANTIES

Get Safe expressly disclaims any warranty in, to, or for the Service. The Service is provided ‘As Is’ and ‘Where Is’ without any express or implied warranty of any kind.

GET SAFE EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR CONTINUOUS OPERATION.

The entire risk associated with operation of the Service is assumed by You. Get Safe does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the Service. Get Safe makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb, or other such computer program. Get Safe further expressly disclaims any warranty or representation to any third party who may operate or otherwise utilize the Service. Get Safe cannot guarantee the integrity of the Service or that it will be free from attacks by third parties that may result in incomplete or erroneous results from operation, or damage to hardware devices in which the Service is loaded and operating.

8. CONTENT DISCLAIMERS

WE ARE PROVIDING THE SERVICE AND ANY ASSOCIATED SUPPLEMENTAL MATERIALS, INCLUDING, BUT NOT LIMITED TO ONLINE VIDEOS (COLLECTIVELY THE "MATERIALS"), SOLELY FOR GENERAL EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY. THE MATERIALS HAVE BEEN PREPARED BASED UPON OUR GENERAL EDUCATIONAL BACKGROUND AND OUR PRACTICAL EXPERIENCES WITH OUR NUMEROUS CLIENTS OVER THE YEARS. THE INFORMATION IS BEING PROVIDED ON AN "AS IS" BASIS. WE ARE NOT MAKING ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE MATERIALS. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, WE ARE DISCLAIMING ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES ARE WE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, ARISING IN ANY WAY FROM ANY PRODUCT OR SERVICE SOLD OR PROVIDED VIA THE SERVICE OR THE USE OF THE MATERIALS. BY PROCEEDING WITH THE MATERIALS, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS US AND OUR AFFILIATES FROM AN AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, CLAIM AND EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM YOUR USE OF THE MATERIALS, OR YOUR VIOLATION OF THESE TERMS AND CONDITIONS. IN NO EVENT SHALL OUR LIABILITY EXCEED THE PRICE YOU PAID FOR THE MATERIALS. AS YOU KNOW, WE HAVE NOT MET YOU AND ARE NOT AWARE OF ANY SPECIFIC MEDICAL CONDITION THAT YOU MAY HAVE. WE ARE NOT PROVIDING MEDICAL ADVICE TO YOU OR SUGGESTING ANY MEDICAL TREATMENTS FOR ANY CONDITIONS THAT YOU MAY HAVE. THE SERVICE AND MATERIALS SHOULD NOT BE USED TO DIAGNOSE OR TREAT ANY ILLNESS THAT YOU MAY HAVE. IF YOU HAVE ANY SPECIFIC HEALTH CONCERNS, YOU SHOULD CONSULT WITH YOUR MEDICAL PROFESSIONAL AND SHOULD NOT TREAT YOURSELF. ALTHOUGH WE ANTICIPATE THAT WE WILL PERIODICALLY UPDATE THE SERVICE AND MATERIALS, WE HAVE NO OBLIGATION TO UPDATE THE MATERIALS ON ANY SPECIFIC SCHEDULE AND IN FACT WE MAY STOP UPDATING THE MATERIALS AT ANY TIME. WE HAVE NO OBLIGATION TO NOTIFY YOU OF ANY UPDATES OF THE SERVICE AND MATERIALS. WE DISCLAIM ANY RESPONSIBILITY FOR THE SERVICE AND/OR MATERIALS TO COMPLY WITH UPDATES AND/OR CHANGES. IN ANY HARDWARE OR OPERATING SYSTEMS THAT YOU MAY USE TO ACCESS THE SERVICE OR MATERIALS. THE SERVICE OR MATERIALS MAY CONTAIN HYPERLINKS TO OTHER SOURCES. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE HYPERLINKS (INCLUDING, WITHOUT LIMITATION, WHETHER THE HYPERLINKS IN THE MATERIALS WILL CONTINUE TO EXIST AND/OR REMAIN AVAILABLE WITHOUT THE PAYMENT OF ANY FEES). YOU ARE AGREEING TO ASSUME ANY AND ALL RISKS ASSOCIATED WITH THE SUGGESTIONS IN THE MATERIALS. YOU REPRESENT THAT YOU HAVE READ AND AGREED TO THESE TERMS AND CONDITIONS AT ALL TIMES WHILE USING THIS PROGRAM.

9. LIMITATION OF LIABILITY

IN NO EVENT WILL GET SAFE, OR ANY THIRD PARTY INVOLVED IN PROVIDING THE SERVICE (COLLECTIVELY "THE PROVIDERS"), BE LIABLE TO YOU FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, LOST PROFITS, BUSINESS INTERRUPTION, OR LOST INFORMATION) ARISING OUT OF USER ACTIONS, USER COMMENTS, YOUR USE OF, OR INABILITY TO USE, THE SERVICE, OR THE USE OR INABILITY TO USE THE SERVICE BY ANY THIRD PARTY THAT MAY HAVE ACCESS TO THE SERVICE BY OR THROUGH YOU, EVEN IF THE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WITHOUT REGARD TO WHETHER SUCH DAMAGES, OR CLAIMS OF DAMAGES ARISE BASED

IN CONTRACT, TORT OR OTHERWISE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PROVIDER'S LIABILITY SHALL BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO USE THE SERVICE.

GET SAFE, HAS NO LIABILITY WITH RESPECT TO USER CONDUCT, THE CONTENT OF THE SERVICE OR ANY PART THEREOF, INCLUDING BUT NOT LIMITED TO, ERRORS OR OMISSIONS CONTAINED THEREIN, LIBEL, INFRINGEMENTS OF RIGHTS OF PUBLICITY, PRIVACY, TRADEMARK RIGHTS, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, MORAL RIGHTS OR THE DISCLOSURE OF CONFIDENTIAL INFORMATION. THE LIMITATION OF LIABILITY SET FORTH HEREIN MAY NOT BE ENFORCEABLE IN CERTAIN JURISDICTIONS, OR UNDER CERTAIN CIRCUMSTANCES, AS A MATTER OF LOCAL LAW, AND IS NOT INTENDED TO REPLACE OR SUPERSEDE LOCAL LAW.

10. LINKS.

You acknowledge that we have not reviewed the content of all sites linked to or from the Service and that we are not responsible for the content of any of those sites and do not take responsibility for them or endorse them.

11. INDEMNITY.

YOU AGREE TO INDEMNIFY AND HOLD US, AND OUR DIRECTORS, OFFICERS, EMPLOYEES, AND REPRESENTATIVES HARMLESS FROM ANY AND ALL LOSSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEY FEES) RESULTING FROM ANY CLAIMS THAT YOU ASSERT, OR MAY ASSERT, BASED ON OR RELATING TO YOUR USE, OR THE USE OF ANY INDIVIDUAL USING YOUR PASSWORD, OF THIS SERVICE. YOU FURTHER AGREE TO INDEMNIFY AND HOLD US, AND OUR DIRECTORS, OFFICERS, EMPLOYEES, AND REPRESENTATIVES HARMLESS FROM ANY AND ALL LOSSES RESULTING FROM CLAIMS OF THIRD PARTIES (INCLUDING, BUT NOT LIMITED TO, ATTORNEY FEES) THAT RESULT IN WHOLE OR IN PART FROM VIOLATIONS BY YOU, OR ANY INDIVIDUAL USING YOUR PASSWORD, OF ANY OF THE TERMS OF THIS AGREEMENT.

12. DISCLOSURES REQUIRED BY LAW

Get Safe reserves the right at all times to disclose any information, including personally identifiable information about You, as necessary to satisfy any applicable law, regulation, legal process or governmental request. Get Safe reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Get Safe to disclose the identity of anyone publishing or otherwise making available any materials that are believed to violate this Agreement.

BY ACCEPTING THIS AGREEMENT YOU WAIVE ALL RIGHTS AND AGREE TO HOLD GET SAFE HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY GET SAFE DURING OR AS A RESULT OF ITS INVESTIGATIONS OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER GET SAFE OR LAW ENFORCEMENT AUTHORITIES.

13. DISPUTE RESOLUTION AND GOVERNING LAW

Except to the extent that the applicable laws and regulations of Your jurisdiction mandate otherwise, this Agreement is governed by and will be construed under the laws of California without regard to its conflict of law provisions and, except as noted below in Section 14.

You agree to submit to the exclusive jurisdiction of the courts California to resolve all disputes related to this Agreement.

EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE SERVICE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

14. BINDING ARBITRATION

14.1. Arbitration Procedures. You and Get Safe agree that, except as provided in Section 14.5 below, all disputes, controversies and claims related to this Agreement (each a "Claim"), will be finally and exclusively resolved by binding arbitration, which may be initiated by either party by sending a written notice requesting arbitration to the other party. Any election to arbitrate by one party will be final and binding on the other. The arbitration will be conducted under the Streamlined Arbitration Rules and Procedures of JAMS that are in effect at the time the arbitration is initiated (the "JAMS Rules") and under the terms set forth in this Agreement. In the event of a conflict between the terms set forth in this Binding Arbitration Section and the JAMS Rules, the terms in this Binding Arbitration Section will control and prevail.

14.2. Except as otherwise set forth in Section 14.5 below, You may seek any non-injunctive remedies available to You under federal, state or local laws in an arbitration action. As part of the arbitration, both You and we will have the opportunity for discovery of non-privileged information that is relevant to the Claim. The arbitrator will provide a written statement of the arbitrator's decision regarding the Claim, the award given and the arbitrator's findings and conclusions on which the arbitrator's decision is based. The determination of whether a Claim is subject to arbitration will be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Except as otherwise provided in this Agreement, (i) You and Get Safe may litigate in court to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate or enter judgment on the award entered by the arbitrator; and (ii) the arbitrator's decision will be final, binding on all parties and enforceable in any court that has jurisdiction, provided that any award may be challenged if the arbitrator fails to follow applicable law.

BY AGREEING TO THIS ARBITRATION PROVISION, YOU UNDERSTAND THAT YOU AND GET SAFE WAIVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

14.3. Location. The arbitration will be conducted in Tustin, California, unless the parties agree to video, phone and/or internet connection appearances.

14.4. Limitations. You and Get Safe agree that any arbitration will be limited to the Claim between Get Safe and You individually. You and Get Safe further agree that, notwithstanding the above, You may be permitted to file a class action arbitration action pursuant to the JAMS Class Action Procedures. **YOU AND GET SAFE AGREE THAT: (1) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL; AND (2) NO ARBITRATION WILL BE JOINED WITH ANY OTHER ARBITRATION WITHOUT THE WRITTEN CONSENT OF ALL PARTIES.**

14.5. Exceptions to Arbitration. You and Get Safe agree that the following Claims are not subject to the above provisions concerning negotiations and binding arbitration: (i) any Claim seeking to enforce or protect, or concerning the validity of, any of Your or Get Safe's intellectual property rights; (ii) any Claim related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use;

and (iii) any claim for equitable relief. In addition to the foregoing, either party may assert an individual action in small claims court for Claims that are within the scope of such court's jurisdiction in lieu of arbitration with the other party's consent.

14.6. Arbitration Fees. The party seeking the Claim is responsible for the initial fees to JAMS. All other fees and costs of the arbitration will be charged pursuant to the JAMS Rules.

14.7. Severability. You and Get Safe agree that if any portion this Section is found illegal or unenforceable, except any portion of Section 14.5, that portion will be severed and the remainder of the Section will be given full force and effect. If Section 14.5 is found to be illegal or unenforceable, then neither You nor Get Safe will elect to arbitrate any Claim falling within that portion of this Section found to be illegal or unenforceable and such Claim will be exclusively decided by a court of competent jurisdiction within the City of Tustin, California and You and Get Safe agree to submit to the personal jurisdiction of that court.

15. MISCELLANEOUS TERMS

15.1. Entire Agreement. This Agreement constitutes the entire agreement between You and Get Safe and governs the terms and conditions of Your use of the Service, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between You and Get Safe with respect to the Service. Notwithstanding the foregoing, You may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when You use or purchase certain elements of the Service, Affiliate or advertiser services, third-party content or third-party software.

15.2. Contact. By Your consent in this Agreement, Get Safe may contact You for any of the following, by example and not by limitation: information You provided in relation to billing; responses to user inquiries; order processing; promotions; or in requesting feedback.

15.3. No Waiver. The failure of Get Safe to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision. Any waiver of this Agreement by Get Safe must be in writing and signed by an authorized representative of Get Safe.

15.4. Local laws. Get Safe makes no representation that content or materials in the Service are appropriate or available for use in jurisdictions outside the United States. Access to the Service from jurisdictions where such access is illegal is prohibited. If You choose to access the Service from other jurisdictions, You do so on Your own initiative and are responsible for compliance with applicable local laws. Get Safe is not responsible for any violation of law. You further agree to comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which You reside (if different from the United States).

15.5. Force Majeure. We shall be not held liable for any delay or failure in performance of any part of this Agreement from any cause beyond our control and without our fault or negligence, such as acts of God, viral pandemics, acts of civil or military authority, current laws and regulations and changes thereto, embargoes, epidemics, pandemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, acts of hackers and other illegal activities of third parties, inability to secure products or services of other persons or transportation facilities, acts or omissions of transportation or telecommunications common carriers, or acts, omissions, overloading, or slow downs over the internet or any third party internet service providers.

15.6. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, that provision will be modified to reflect the parties' intentions in the provision or severed, if such modification is not possible, and the other provisions of this Agreement remain in full force and effect.

15.7. Section Titles. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

15.8. No Partnership. Nothing contained in the Agreement will be construed to constitute either party as a partner, joint venturer, employee or agent of the other party, nor may either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing nor otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each will remain independent contractors responsible for its own actions.

Please report any violations of this Agreement to Get Safe at info@getsafeusa.com