

HostGPO Group Purchasing Agreement and Terms of Use

Last Modified: May 7, 2020

Acceptance of the Group Purchasing Agreement and Terms of Use

These terms of use are entered into by and between You (“**You**” or “**Member**”) and HostGPO Inc. (“**Company**,” “**we**,” or “**us**”).

We are excited to have you join our HostGPO family, but the following terms are necessary to make sure that our deals stay safe and secret for our members only! You are agreeing not to distribute codes or website access other than for the uses described below. Also, we want to make sure you understand that while we may help facilitate orders to get you the best discounts we can, we are not a party to any purchase you make. You are buying products directly from the companies giving the discounts, so any warranties, product issues or payment concerns are ultimately handled between you and them, though we are happy to help out whenever we can. Welcome to the HostGPO buying group – we are happy to have you and together we are collectively stronger!

The following group purchasing agreement, terms and conditions, together with any documents they expressly incorporate by reference (collectively, “**Terms of Use**” or “**Agreement**”), govern your access to and use of HostGPO.com, including any content, functionality, and services offered on or through HostGPO.com or through any website that HostGPO, Inc makes its services available (collectively, “**Website**”), our mobile, tablet and other smart device applications, and application program interfaces (collectively, “**Application**”), and all associated services, including, but not limited to customer service and phone support, (collectively, “**HostGPO Services**”). This Agreement is with you individually, or if you are registering as a company, your whole business including its agents, associates, employees, assignees and successors. The Website, Application, and HostGPO Services, including its phone calls, emails and introductions together hereinafter are collectively referred to as the “**Platform**.”

Please read the Terms of Use carefully before you start to use the Platform. **By using the Platform or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found [here \(https://members.hostgpo.com/privacy/\)](https://members.hostgpo.com/privacy/) incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Platform.

This Platform is offered and available to users who are 18 years of age or older. By using this Platform, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Platform.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained

herein, the parties hereto agree as follows:

1. Scope of HostGPO Services

The HostGPO Platform is a beta version of our group purchasing organization that negotiates with vendors (each individually a “**Vendor**” and, collectively, the “**Vendors**”) for discounted prices and preferable terms on products, services and supplies (“**Products**”) for property management companies and furnished rental hosts (“**Hosts**”) at competitive prices for their rental units (“**Listings**”) through group purchasing programs. You, the Member, acknowledge that You are a Host who desires to participate and purchase through Vendors in one or more programs negotiated by the HostGPO (each individually a “**Program**” and collectively, the “**Programs**”). HostGPO sets and selects its Members entirely in its sole discretion and on its own criteria, which is subject to change at any time, and does not guarantee Membership to any individual or company for any reason. As a beta version it is susceptible to glitches and errors and we appreciate your cooperation and patience as we work through development together.

As the provider of the Platform, we do not own, create, sell, resell, provide, control, offer, deliver, or supply any Products. Hosts alone are responsible for their purchase contracts with Vendors. When a Host makes a purchase, they are entering into a contract directly with the Vendor and not with HostGPO. You agree that we are not and do not become a party to or other participant in any contractual relationship between Hosts and Vendors. While we may help facilitate a Host’s purchase from a Vendor, we have no control over and do not guarantee (i) the existence, quality, safety, suitability, or legality of any purchase, (ii) the truth or accuracy of any Products descriptions, (iii) the performance or conduct of any Vendor, or (iv) any warranty of any Product. Any information we submit to you, you should always verify and conduct due diligence with on your own.

The Platform may contain links to or forward information that was collected by third-party websites or resources (“**Third-Party Services**”). Such Third-Party Services may be subject to different terms and conditions and privacy practices. We are not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by us of such Third-Party Services.

2. Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Platform thereafter. However, any changes to the dispute resolution provisions set out in **Governing Law and Jurisdiction** will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Website or Platform.

Your continued use of the Platform following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you at <https://members.hostgpo.com/terms-of-service/>.

3. Accessing the Platform and Account Security

We reserve the right to withdraw or amend this Website, your membership to the Platform, the Products listed, and any service or material we provide on the Platform, in our sole discretion without notice. While HostGPO does not currently charge for membership to the service, it reserves the right to do so at any future time in its sole discretion.

While Member is not required to make any purchases of Product under the Program, Member agrees that any purchases made will comply with the terms and conditions of this Agreement and all terms and conditions of the contract negotiated by HostGPO with the various suppliers of Products under the Program.

We will not be liable if for any reason all or any part of the Platform is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Platform, or the entire Platform, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Platform.
- Ensuring that all persons who access the Platform through your internet connection are aware of these Terms of Use and comply with them.

To access the Platform or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Platform that all the information you provide on the Platform is correct, current, and complete. You agree that all information you provide to register with this Platform or otherwise, including, but not limited to, through the use of any interactive features on the Platform, is governed by our *Privacy Policy* <https://members.hostgpo.com/privacypolicy>, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person, other than those who are affiliated with you company, with access to this Platform or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

4. **Own Use and Confidentiality**

Member expressly understands and agrees that each and every purchase made through the Program is for Member's ultimate consumption or use, and that Member shall not provide access to the Platform to any outside company or individual that is not directly affiliated, related to or controlled by Member.

Member also agrees that all non-public, confidential, or proprietary information, including, but not limited to, information relating to Products, Vendors, discounts, pricing, operations, employees, services, or customers of HostGPO ("Confidential Information") disclosed to Member under this Agreement or by use of the Platform, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use in performing obligations under this Agreement, and may not be disclosed unless authorized by HostGPO in writing.

5. **Compensation**

In consideration for making the Program(s) available to you and administering the Program(s) set forth on the Platform, the Member understands that the we may, at some point, change our pricing model to charge members membership fee and we may receive also compensation from Vendors on the goods or services purchased by the Member and other participants in such Program(s).

6. **Intellectual Property Rights**

The Platform and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned or licensed by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Platform, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Platform for your own personal, non-commercial use and not for further reproduction, publication, or distribution.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Platform or any services or materials available through the Platform.

If you wish to make any use of material on the Platform other than that set out in this section, please address your request to: legal@HostGPO.com.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Platform in breach of the Terms of Use, your right to use the Platform will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Platform or any content on the Platform is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Platform not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

7. **Trademarks**

The Company name, the terms HostGPO, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Platform are the trademarks of their respective owners.

8. **Prohibited Uses**

You may use the Platform only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Platform:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the content standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or personal information shared or associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Platform, or which, as determined by us, may harm the Company or users of the Platform, or expose them to liability.

Additionally, you agree not to:

- Use the Platform in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Platform, including their ability to engage in real time activities through the Platform.
- Use any robot, spider, or other automatic device, process, or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform.
- Use any manual process to monitor or copy any of the material on the Platform, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Platform.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Platform, the server on which the Platform is stored, or any server, computer, or database connected to the Platform.
- Attack the Platform via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Platform.

9. **User Contributions**

The Platform may contain personal web pages or profiles, message boards, and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Platform.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Platform, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Platform.

10. **Monitoring and Enforcement; Termination**

We have the right to:

- Remove or refuse to post, or to edit or delete, any User Contributions or data on the Platform for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Platform or the public, or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Platform.
- Terminate or suspend your access to all or part of the Platform or its data for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Platform. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY/ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY/SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Platform, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

11. **Content Standards**

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy <https://members.hostGPO.com/privacypolicy>.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

12. **Copyright Infringement**

If you believe that any User Contributions violate your copyright, please e-mail us at legal@HostGPO.com for a copy of our copyright policy and for instructions on sending us a notice of copyright infringement. It is the policy of the Company to terminate the user accounts of repeat infringers.

13. **Reliance on Information Posted**

The information presented on or through the Platform is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Platform, or by anyone who may be informed of any of its contents.

This Platform may include/includes content provided by third parties, including materials provided by other users and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

14. **Changes to the Platform**

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Platform may be out of date at any given time, and we are under no obligation to update such material.

15. **Information About You and Your Visits to the Website**

All information we collect on this Platform is subject to our Privacy Policy <https://members.hostGPO.com/privacypolicy>. By using the Platform, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

16. **Online Fees and Other Terms and Conditions**

If we charge a membership fee, or collect a payment from you to facilitate an order of Products through a Vendor, all services purchased through our site or other transactions for the sale of services or information formed through the Platform, or resulting from visits made by you will be disclosed in advance. You agree to pay any service fee currently listed on the Pricing page of our website or in any invoice sent to you for the facilitation of a purchase you have requested to make. If you agree to purchase services from us, or have us facilitate Product purchases on your behalf, you also agree that we may hold your credit card or other payment information such that we may charge it for a recurring subscription. There will be no returns, refunds or exchanges required by us for any reason, including, but not limited to for unused services.

If you wish to cancel a subscription under this Agreement, you agree to provide thirty (30) days written notice before the end of the current billing cycle.

Additional terms and conditions may also apply to specific portions, services, or features of the Platform. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

17. **Links from the Platform**

If the Platform contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Platform, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

18. **Geographic Restrictions**

The owner of the Platform is a Delaware corporation based in the State of California in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Platform may not be legal by certain persons or in certain countries. If you access the Platform from outside the United States, you do so on your own initiative and are responsible for compliance with local laws. Sending access to the Platform, including any services of the Platform, to anyone outside of the United States is a violation of the Terms of Service.

19. **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Platform will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE PLATFORM, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM IS AT YOUR OWN RISK. THE PLATFORM, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE PLATFORM. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE PLATFORM, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE MEMBER FURTHER ACKNOWLEDGES THAT (A) HOSTGPO IS NOT THE MANUFACTURER OR VENDOR OF ANY PRODUCT MADE AVAILABLE UNDER ANY PROGRAM AND FURTHER THAT (B) HOSTGPO IS NOT ANY MANUFACTURER'S OR VENDOR'S AGENT. ACCORDINGLY, THE GPO HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO ANY PRODUCT MADE AVAILABLE UNDER ANY PROGRAM INCLUDING WITHOUT LIMITATION, ANY PRODUCT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, CONDITION, QUALITY, CAPACITY, MATERIAL OR WORKMANSHIP, OR AS TO PATENT INFRINGEMENT OR THE LIKE.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE PLATFORM AND ITS CONTENT, USE AND DISTRIBUTION OF PERSONAL INFORMATION, OR ANY OTHER INTERACTION YOU HAVE WITH OTHER MEMBERS OR VENDORS WHETHER IN PERSON OR ONLINE REMAINS WITH YOU.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

20. **Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE PLATFORM OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

21. **Indemnification**

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Platform, including, but not limited to, your User Contributions, any use of the Platform's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Platform.

22. Release

If you have a dispute related to any use of the Platform or Products, you release the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees), known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

23. Governing Law and Jurisdiction

All matters relating to the Platform and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Platform shall be instituted exclusively in the federal courts of the United States or the courts of the State of California, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

24. Arbitration

At Company's sole discretion, it may require You to submit any disputes arising from these Terms of Use or use of the Platform, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying California law.

25. Class Action Waiver

You and HostGPO acknowledge and agree that, to the fullest extent permitted by law, we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney general action, or any other representative proceeding as to all disputes. Further, unless you and us both otherwise agree in writing, the arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding.

26. Jury Trial Waiver

You and HostGPO acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable disputes.

27. Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE PLATFORM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

28. Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

29. Entire Agreement

The Terms of Use, and our Privacy Policy, and any other agreements accepted by you on the Platform constitute the sole and entire agreement between you and HostGPO, Inc. regarding the Platform and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Platform.

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Your Comments and Concerns

This website as well as the Platform are operated by HostGPO, Inc., a Delaware Corporation.

All notices of copyright infringement claims should be sent to the copyright agent designated in our copyright policy in the manner and by the means set out therein.

All other feedback, comments, requests for technical support, and other communications relating to the Platform should be directed to: help@HostGPO.com.