

## Terms of Use

*(Last Revised and Effective on June 18, 2025)*

### Introduction

Your use of the Sterling Haven LLC ("SH") website, [www.sterlinghavenllc.com](http://www.sterlinghavenllc.com), and any disputes arising from it, is subject to this Terms of Use contract, and the accompanying Privacy Policy, and if applicable, any other additional agreement, and all of its dispute resolution provisions including arbitration, limitation on damages, and choice of law. We reserve the right to change our Privacy Policy and our Terms of Use at any time. All changes and clarifications will take effect immediately, upon posting on this site. If we make changes, we will post them along with the date of the last revision and will indicate at the top of this page the policy's new effective date. We encourage you to refer to this text on an ongoing basis so that you understand our current policies. Unless stated otherwise, our current Terms of Use and privacy policy applies to all information that we have about you and your account.

PLEASE READ ALL OF THE FOLLOWING CAREFULLY BEFORE USING THIS SITE.

### Welcome!

Welcome to the Sterling Haven LLC website (collectively, "SH" or "Website"). Sterling Haven LLC ("SH") is a media production company that primarily focuses its efforts on producing quality media through feature films, podcasts, and online services, such as The Free Agent Portal.

This website is a service designed and marketed for the purpose of providing information about SH and its various products and services. Any misuse or misapplication of the Service other than for the use it was designed for, is an unacceptable use (collectively, "SH" or "Service", "us", "we" or the "Company").

By continuing to use or access this site or the mobile version thereof (collectively, the "Site") you (the "User") signify that you have read, understand, agree with and accept these TERMS OF USE ("Terms of Use" or "Agreement") without limitation or qualification regardless of your affiliation or connection with SH.

AGAIN, PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

### 1. Acceptance of the Terms of Use

1.1 These terms of use are entered into by and between you and SH. The following terms and conditions, together with any documents they expressly incorporate by reference and other terms that we post on the Service, (collectively, "**Terms of Use**") govern your access to and use

of the SH website available at [www.sterlinghavenllc.com](http://www.sterlinghavenllc.com), including any content, functionality and services offered on or through [www.sterlinghavenllc.com](http://www.sterlinghavenllc.com) and any other subdomains of the primary URL [www.sterlinghavenllc.com](http://www.sterlinghavenllc.com) (the "**Website**" and/or "**Service**").

1.2 By using the Service, downloading 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 at [www.sterlinghavenllc.com](http://www.sterlinghavenllc.com), incorporated herein by reference. If you do not agree to these Terms of Use or the Privacy Policy, you must not access or use the Service.

1.3 The Service is offered and available to users who are 18 years of age or older. By using the Service, you represent and warrant that you are of legal age to form a binding contract with SH and meet the foregoing eligibility requirements. If you do not meet these requirements, you must not access or use the Service. You must be 18 years or older or have the permission from a parent/guardian to participate in any SH service.

## **2. Changes to the Terms of Use**

2.1 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 Service thereafter.

2.2 Your continued use of the Service 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.

2.3 SH solely provides marketing services for participating companies and takes no legal or any other responsibility for services and promotions offered or messages sent to customers. By use of this site, you consent to receive communications from those sponsors and their marketing services through this site.

## **3. Accessing the Service and Account Security**

3.1 Subject to your compliance with these Terms of Use, SH grants you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable right to access and use the Service (i) to the extent the applicable functionality is made available to you from time-to-time, and (ii) through the provided functionality of the Service. You agree not to use or access, or attempt to use or access, any portion of the Service for which you are not intentionally given access to by SH. Any intentional or unintentional attempt to access or use restricted portions of this site is grounds for immediate and permanent expulsion from this site, in the discretion of SH.

3.2 We reserve the right to terminate or amend the Service, and any service or material we provide on the Service, in our sole discretion without notice. We will not be liable if for any reason

for all or any part of the Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Service, or the entire Service.

3.3 You are responsible for ensuring that all persons who access the Service through your internet connection or Account are aware of these Terms of Use and comply with them.

3.4 To access the Service 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 Service that all the information you provide on the Service is correct, current, and complete and kept up-to-date. You agree that all information you provide to register with the Service or otherwise, including, but not limited to, through the use of any Interactive Services, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

3.5 If you choose, or are provided with, a user name and password, you have an account to use the Service (each an "Account"), and must treat such information as confidential, unless you obtained or created the Account on behalf of a company, in which case you may share the user name and password with other employees and authorized representatives of such company.

You agree not to provide any other person with access to your Account or the Service or portions of them 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, password or Account 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.

3.6 We have the right to disable any Account 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.

3.7 Subject to the terms and conditions set forth in these Terms of Use, (including, as applicable, those set forth in the Consumer and Content Provider sections below), you may access the Account in any of the following roles:

(a) **Content Provider Account:** You may access the Service and your Account in your capacity as a Content Provider (a "Content Provider") to (i) create a Profile, (ii) provide information, (iii) post information, and (iv) communicate with others. You are solely responsible for the content provided, the accuracy, honesty, and veracity of information provided, and SH is not responsible in any way of verifying the accuracy of the information you provide.

(b) **Consumer:** You may access the Service in your capacity as a consumer to view content posted by others.

3.8 Consumer and Content Provider are aware of and agree to pay for any other operator fees that may apply for receiving text messages. Message and data rates may apply by other third-parties.

#### **4. Content Providers.**

The terms of this Section 4 apply to any use of the Service as a Content Provider:

4.1 By posting any Content to the Service or otherwise providing it to SH, (herein "Content" or generally referenced as "content") Content Provider (a) grants to SH a perpetual, non-exclusive, royalty-free, worldwide license to use, reproduce, distribute, display and create derivative works of the content as part of Content Provider's Webpage and in the course of providing the Service, and grants to SH a perpetual, non-exclusive, royalty-free, worldwide license to use, reproduce, distribute, display and create derivative works of the content in and in connection with the Content, (b) authorizes SH to combine the content with text, images, graphics, audio and/or other materials as part of the Content, (c) represents and warrants that (i) Content Provider has the full right, power and authority to post such content and to grant all of the rights granted in these Terms of Use, (ii) Content Provider owns all right, title and interest in and to the content, and all elements thereof, and (iii) the exercise by SH of the rights granted in this Section 4 will not infringe or otherwise violate the rights of any third party (including, without limitation, any intellectual property, publicity and/or privacy rights), and (d) grants SH the rights to use any content in marketing, promotion, sales and other business related activities in regards to the Service.

4.2 Content Provider acknowledges and understands that:

- (a) there is no obligation on any Consumer to select Content Provider's offerings or view their uploaded materials,
- (b) there is no obligation on any Consumer or Content Provider to create Content,
- (c) Content Provider, not SH, is responsible for the creation, uploading, and continual accuracy of Content,
- (d) the Content is created by Content Provider and licensed to SH,
- (e) Consumers and Content Provider are responsible for compliance with terms and conditions applicable to any websites or other Services on which Content is embedded or otherwise posted,
- (f) SH and their licensees have the right to reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store and transmit the Content,
- (g) SH has not granted any rights in the Content to Content Provider, and
- (h) Content Provider should contact SH at [jason@sterlinghavenllc.com](mailto:jason@sterlinghavenllc.com) if Content Provider would like to discuss restricting any use of the Content by SH.

4.3. You are solely responsible for the videos, photos, profiles (including your name, image, and likeness), messages, notes, text, information, music, links, and other content that you upload, publish or display (herein, "post") on or through the Service or the Site, or transmit to or share

with others (collectively the “Content”). You may not post, transmit, or share Content on the Site or Service that you did not create or that you do not have permission, in writing, to post. You understand and agree that the SH may, but is not obligated to, review the Site and may delete or remove (without notice) any Content in its sole discretion, for any reason or no reason, including Content that in the sole judgment of the SH, violates this Agreement, or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users or others. You are solely responsible at your sole cost and expense for creating backup copies and replacing any Content you post or store on the Site or provide to SH. No partnership, Joint Venture, Employer/employee, or agency relationship is formed in any way by your use of this site with SH, it’s joint-venturers or any of its affiliates.

4.4 When you post Content to the Site, you authorize and direct us to make such copies thereof as we deem necessary in order to facilitate the posting and storage of the Content on the Site. By posting Content to any part of the Site, you automatically grant, and you represent and warrant that you have the right to grant, to the Company an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, display, reformat, translate, excerpt (in whole or in part) and distribute such Content for any purpose, commercial, advertising, or otherwise, on or in connection with the Site or the promotion thereof, to prepare derivative works of, or incorporate into other works, such Content, and to grant and authorize sublicenses of the foregoing.

4.5 SH does not assert any ownership over your Content; rather, as between us and you, subject to the rights granted to us in these Terms, you retain full ownership of all of your Content and any intellectual property rights or other proprietary rights associated with your Content. This agreement does however provide a license (as described above) for SH to use the Content.

## **5. Consumer.**

The terms of this Section 5 apply to any use of the Service as a Consumer:

5.1 A “Consumer” is any person, entity, party that accesses SH, other than a Content Provider. A Consumer is usually an individual that accesses the site to view stored information and Content provided by Content Provider.

5.2 You understand that the Service and the Site are available for your personal use only. You represent, warrant and agree that no materials of any kind submitted through your account or otherwise posted, transmitted, or shared by you on or through the Service will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material.

5.3 Consumer acknowledges and understands that:

- (a) Consumer is responsible for compliance with terms and conditions applicable to any websites or other Services on which Content is embedded or otherwise posted;

- (b) a Consumer may not use SH, the Site, or Services for any other use than the private viewing of Content and materials on the site;
- (c) Any intentional misuse, or attempt to alter the site, or any other part of the site, Service, or service provided by SH, is strictly prohibited; and
- (d) Access to SH, Site, or Services for any reason other than the viewing of the posted videos is strictly prohibited.

5.4 You are granted a limited license (revocable at any time, for any reason, by SH) to access and view the Site and the Site Content for your personal use, provided that you keep all copyright or other proprietary notices intact. Except for your own Content, you may not upload or republish Site Content on any Internet, Intranet or Extranet site, or incorporate the information in any other database or compilation, and any other use of the Site Content is strictly prohibited. Such license is subject to these Terms of Use and does not include use of any data mining, robots, or similar data gathering or extraction methods.

5.5 As a condition of your use of or continued access to this site, you specifically agree not to alter the presentation of, reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate, or commercially exploit the information contained in the website without the express written consent of SH and/or the owner of third party copyrighted works.

5.6 You also agree not to use the information contained in the website for any unlawful purpose or to interfere with or disrupt networks connected to the website. You agree not to use, transfer, distribute, or dispose of any information contained in the website in any manner that could undermine the policies or business of SH. You agree to notify SH promptly in writing upon becoming aware of any claim that the website or its content or functionality infringes upon any patent, copyright, trademark, or other intellectual property or contractual rights. The website and the information therein may not be used to construct a database of any kind, nor may the website, or any part thereof, be used, stored or displayed by you or any third party through interfaces, databases, or products other than SH's interfaces, databases and products. You will not use any of SH's Marks or the website in making unsolicited mailings or sending spam.

## **6. Intellectual Property Rights**

6.1 The Service and its 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 by Sterling Haven LLC, 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.

6.2 You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit the Service or any of the material on our Service, or cause or permit others to do so.

6.3 You must not:

- (a) modify copies of any materials from the Service, except as expressly authorized in these Terms of Use or in writing signed by both SH joint venturers,
- (b) delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Service, or
- (c) reverse engineer, translate, disassemble, enable disabled features or decompile the Service, or cause or permit others to do so.

6.4 If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Service in breach of the Terms of Use, your right to use the Service will cease 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 Service or any content on the Service is transferred to you, and all rights not expressly granted are reserved by SH. Any use of the Service 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**

7.1 The SH name, logo and all related names, logos, product and service names, designs and slogans are trademarks of Sterling Haven LLC, or its affiliates or licensors. You must not use such marks without the prior written permission of SH. All other names, logos, product and service names, designs and slogans on the Service are the trademarks of their respective owners.

7.2 SH and other graphics, logos, designs, page headers, button icons, scripts and service names are trademarks or trade dress of SH in the U.S. and/or other countries. SH's trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the SH.

## **8. Prohibited Uses**

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

- (a) 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),
- (b) 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,
- (c) to send, knowingly receive, upload, download, use or re-use any material which does not comply with SH's Content Standards set out in these Terms of Use,
- (d) to impersonate or attempt to impersonate SH, a SH employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or user names associated with any of the foregoing),

- (e) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Service, or which, as determined by us, may harm SH or users of the Service, or expose them to liability,
- (f) to intentionally misuse, or attempt to alter the site, videos, Content, information, or any other part of the site, Service, or service provided by SH,
- (g) to gain access to SH under false pretenses,
- (h) to use SH for any fraudulent, or any other use other than the specific use SH was designed for, or
- (i) to access SH, Site, or Services for any reason other than SH's intended purpose, is strictly prohibited.

8.2 Additionally, you agree not to:

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

Any damage or loss caused by any of the above (a-h) uses, that you use, implement, or facilitate, you will be 100% responsible and liable.

## 9. User Contributions

9.1 The Service may contain interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display or transmit to other users or other persons (herein, "post") content or materials (collectively, "User Contributions") on or through the Service. User Contributions include (a) information posted or otherwise provided to SH, (b) Content, and (c) information posted on a Profile or a Content Provider's web page.

9.2 Except as expressly set forth in these Terms of Use or as SH expressly agrees in writing, any User Contribution you post to the Service will be considered non-confidential and non-proprietary. By posting any User Contribution on the Service, you grant us, our affiliates and

service providers, and each of their and our respective licensees, successors and assigns, a perpetual, sub-licensable right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such User Contribution for any business purpose including, without limitation, use for marketing and promotional purposes and for licensing to Content Providers whose brand is featured in such User Contribution.

9.3 Posted material on SH does not create an adoption or endorsement of the comments, statements, opinions or other representations made therein, by SH, or any of its affiliates.

9.4 You represent and warrant that:

- (a) 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, and
- (b) all of your User Contributions do and will comply with these Terms of Use and all applicable laws.

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

9.6 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 Service.

## **10. Monitoring and Enforcement; Termination & Suspension**

10.1 We have the right to:

- (a) remove or refuse to post any User Contributions for any or no reason in our sole discretion including, without limitation, removal of any content or User Contributions that have been identified by you or other users as inappropriate,
- (b) take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion 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 Service or the public or could create liability for SH,
- (c) disclose your identity or other information about you to any third party who claims that your User Contributions violate their rights, including their intellectual property rights or their right to privacy,
- (d) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Service, and

(e) terminate or suspend your access to all or part of the Service for any or no reason, including without limitation, any violation of these Terms of Use, without notice or liability.

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

10.3 Although we reserve the right to review User Contributions, we have no obligation to review any content or User Contributions before they are posted on the Service and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding User Contributions. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

## **11. Content Standards**

11.1 The content standards in this Section 11.1 (the "Content Standards") apply to any and all User Contributions and use of Services. User Contributions must in their entirety comply with these Content Standards and all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not (as defined by SH in its sole discretion):

- (a) contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable,
- (b) promote sexually explicit or pornographic material, or violence,
- (c) infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person,
- (d) 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,
- (e) be likely to deceive any person,
- (f) promote any illegal activity, or advocate, promote or assist any unlawful act,
- (g) promote any activity, information, stance, theology that is not consistent with stated mission and purpose of SH,
- (h) cause unreasonable annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, or alarm any other person,
- (i) impersonate any person, or misrepresent your identity or affiliation with any person or organization,

- (j) give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case,
- (K) or any other grounds as determined by SH as objectionable.

11.2 SH may, in its sole discretion, determine whether any User Contribution violates the Content Standards.

11.3 SH may, from time to time, allow a user to identify User Contributions of others that they deem objectionable and “flag” such content so that such User Contributions are no longer accessible to such user (though such User Contributions may remain available to other users of the Service).

## **12. Copyright Infringement**

If you believe that any User Contributions violate your copyright, please send us a notice of copyright infringement that complies with the Digital Millennium Copyright Act. It is the policy of SH to terminate the user accounts of repeat infringers. A notice may be sent to [jason@sterlinghavenllc.com](mailto:jason@sterlinghavenllc.com)

## **13. Reliance on Information Posted**

13.1 The information presented on or through the Service 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 Service, or by anyone who may be informed of any of its contents.

13.2 The Service may include content provided by third parties, including materials provided by other users, Influencers and third-party licensors. 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 SH, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of SH. 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 Service**

We may update the content or features available on the Service from time to time, without notice or liability. Even so, the content on the Service is not necessarily complete or up-to-date. Any of the material on the Service 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 Service**

All information we collect on the Service is subject to our Privacy Policy. By using the Service, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

## **16. Linking to the Service and Social Media Features**

16.1 You may link to our Website homepage, provided you do so in a way that is legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, partnership, approval or endorsement on our part

16.2 The Service may provide certain social media features that enable you to:

- (a) link from your own or certain third-party websites to certain content on the Service,
- (b) send e-mails or other communications with certain content, or links to certain content, on the Service, and/or
- (c) cause limited portions of content on the Service to be displayed or appear to be displayed on your own or certain third-party websites.

16.3 You may use these features solely as they are provided by us, solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- (a) establish a link from any website that is not owned by you unless you have permission to do so from the owner of the website,
- (b) cause the Service or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site,
- (c) otherwise take any action with respect to the materials on the Service that is inconsistent with any other provision of these Terms of Use.

16.4 The website from which you are linking, or on which you make Content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

16.5 You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

16.6 We may disable all or any social media features and any links at any time without notice in our discretion.

## **17. Links from the Service**

If the Service 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 the Service, 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 Service is based in the United States. We make no claims that the Service or any of its content is accessible or appropriate outside of the United States. Access to the Service may not be legal by certain persons or in certain countries. If you access the Service from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

## **19. Disclaimer of Warranties**

19.1 You understand that we cannot and do not guarantee or warrant that content available for downloading from the internet or the Service (including any content or User Contributions) 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 Service for any reconstruction of any lost data. WE/SH 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 SERVICE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

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

19.3 SH 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.

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

## **20. Limitation on Liability**

20.1 TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF SH AND ITS SUBSIDIARIES AND AFFILIATES, JOINT VENTURERS, AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE AMOUNT YOU HAVE PAID TO SH FOR THE APPLICABLE CONTENT, PRODUCT, OR SERVICE IN THE LAST SIX MONTHS OUT OF WHICH LIABILITY AROSE.

20.2 IN NO EVENT SHALL SH OR ITS SUBSIDIARIES AND AFFILIATES, JOINT VENTURERS AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS OF USE AND/OR THE SERVICE, WHETHER FOR BREACH OF CONTRACT, IN TORT OR OTHERWISE, EVEN IF SH IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20.3 THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **21. Indemnification**

You agree to defend, indemnify and hold harmless SH, its affiliates and joint venturers, 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 Service, including, but not limited to, your User Contributions, any use of the Service's content, services and products other than as expressly authorized in these Terms of Use, or your misuse of any information obtained from the Service.

## **22. Governing Law**

All matters relating to the Service 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 Tennessee without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction).

## **23. Arbitration**

Any dispute under this Agreement not resolved amicably by Content Provider/Consumer and SH shall be resolved by Arbitration.

23.1 Arbitration shall take place in Bristol, Tennessee, or as may otherwise be agreed upon by the Parties.

23.2 The written decision of the arbitrator(s) shall be final and binding upon the Petitioner and Respondent.

23.3 With respect to any award in arbitration, the arbitrator(s): (a) shall issue an award in writing which (A) sets forth findings of fact, (B) resolves each specific claim, (C) attaches a reasoned opinion, and (D) is signed by the single arbitrator or by at least two of the three arbitrators, as the case may be; (b) may compel specific performance by the Petitioner or the Respondent of his or its respective obligations under this Agreement or award injunctive relief to restrain any breach of this Agreement by a Petitioner or Respondent, in each instance without the necessity of the Petitioner (A) alleging or proving damages as a result of the breach, or (B) posting any bond; provided, however, seeking or obtaining equitable relief shall not preclude a party to the arbitration from also seeking or obtaining an award for money damages in the arbitration; (c) shall equitably allocate between the Petitioner and Respondent all (A) administrative fees and expenses of the arbitrator(s) and the arbitration, and (B) fees (including reasonable legal fees) and expenses incurred by the prevailing party in the arbitration; or (d) provide arbitration services and ruling articulation in accordance with the arbitration service rules.

23.4 Judgment upon an award in arbitration may be entered in any court of competent jurisdiction in the United States.

#### **24. 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 SERVICE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

#### **25. Waiver and Severability**

25.1 No waiver of by SH of any term or condition set forth 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 SH to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

25.2 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.

## **26. Payments**

Any agreements between SH and Content Provider, and/or Consumer are governed by the agreement in the payment page of the Website, wherein the Content Provider/Consumer provides their payment information and agrees to the Terms therein. The payment agreement is hereby incorporated into this Agreement, as if fully detailed herein. Content Provider/Consumer agrees to pay the sum reflected, and at the intervals noted, in the Terms of Sale/Credit Card payment page. Any payments made will be in United States Dollars.

## **27. Entire Agreement**

The Terms of Use, our Privacy Policy, Terms of Sale, and, as applicable, the SH E-Commerce Agreement, constitute the sole and entire agreement between you and SH with respect to the Service and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Service.

## **28. Your Comments and Concerns**

28.1 Any physical correspondence shall be directed to Sterling Haven LLC, PO Box 935, Blountville, TN 37617.

28.2 All notices of copyright infringement claims should be sent to the designated copyright agent in the manner and by the means required under applicable law.

28.3 All other feedback, comments, requests for technical support and other communications relating to the Service should be directed to: [jason@sterlinghavenllc.com](mailto:jason@sterlinghavenllc.com)