

TERMS OF SERVICE

EFFECTIVE DATE: September 1, 2018

1. ACCEPTANCE AND MODIFICATIONS

The Simple Greek, LLC (“TSG” “we,” “us,” and “our”) provide the websites and its subpages (the “Sites”) linked to this Terms of Service as well as the sales and related services available through the Site (the “Services”) to you subject to these Terms of Service (the “Terms”). These Terms establish the terms, conditions, rights and responsibilities applicable to your use of the Site and Services. Unless explicitly stated otherwise, any new features that augment or enhance the current Site and Services shall be subject to these Terms. If you choose to use other features of the Site and Service, additional terms governing your use of those features (“Additional Terms”) may apply in addition to these Terms. Your breach of any these Terms or any Additional Terms causes an automatic termination of the rights and licenses granted to you under these Terms.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SITE AND SERVICES. BY USING THE SITE AND SERVICES, YOU ARE AGREEING TO COMPLY WITH THESE TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, DO NOT USE THE SITE OR SERVICES.

We may change these Terms from time to time for any reason. We will seek to notify you of material changes prior to those changes taking effect by emailing you (if you have an Account), posting a notice on the Sites, or by other means. If you do not agree with the new version, you must stop using the Site and Services and terminate your Account, if you have one.

2. PURCHASES OF FOOD ITEMS

We are not liable for delays or failure in performance resulting from causes beyond our reasonable control, including, without limitation, delays and other problems inherent in the use of the internet and electronic communications, including orders not received by the store. We are not responsible for any delays or damage resulting from such obstacles, including, without limitation, food spoilage or your delays in picking up your order.

We strive to provide accurate allergen and dietary information and general product safety. We do not represent or warrant that the information accessible through the Site is accurate, complete, reliable, current, or error-free, including, without limitation, nutritional and allergen information, photographs, food quality or descriptions, pricing, hours of operation, or reviews. All content is provided to you for informational purposes only. The reliance on any information provided through our Sites are solely at your own risk, including, without limitation, nutritional and allergen information.

You are responsible for inspecting all products you receive from us for any damage or other issues upon receipt. In addition, you are solely responsible for determining the freshness of the products you receive. In the unlikely event that you have reason to believe that any product in your order is not suitable for consumption, contact us at info@thesimplegreek.com.

To maintain the quality and integrity of the Products, we recommend that you immediately refrigerate all perishable Products not consumed immediately upon receipt. Failure to follow safe food handling practices and temperature recommendations may increase the risk of foodborne illness. In addition, pregnant women, young children, the elderly and individuals with compromised immune systems should follow the U.S. Food and Drug Administration's recommendations on food consumption for at-risk groups.

Any individual who accepts an order from us is presumed to be authorized to receive such order. In cases in which you have designated an alternative receiver, such person shall accept the order under all of the

same terms and conditions that would apply had you accepted the order yourself.

Any order identified as “Submit” on our Site, has been processed and cannot be cancelled. You will be responsible for all charges, including any applicable taxes and other charges, incurred with respect to any order of food items processed prior to the cancellation of your order.

3. PAYMENT AND BILLING INFORMATION

By providing a credit card or other payment method that we accept, you represent and warrant that you are authorized to use the designated payment method and that you authorize us (or our third-party payment processor) to charge your payment method for the total amount of your purchase (including any applicable taxes and other charges). If the payment method cannot be verified, is invalid, or is otherwise not acceptable, your order may be suspended or cancelled. You must resolve any payment method problems before we proceed with your order. If you want to change or update your payment method information, you can do so at any time by logging into your account. If a payment is not successfully settled and you do not edit your payment method information or cancel your order, or account, you remain responsible for any uncollected amounts and authorize us to continue billing the payment method, as it may be updated.

You acknowledge that the amount billed may vary due to promotional offers, preferences you select, changes you make to your purchases, or changes in applicable taxes or other charges, and you authorize us (or our third party-payment processor) to charge your payment method for the corresponding amount.

4. AGE REQUIREMENTS

No one under the age of 18 may use the Sites or Services. By using or attempting to use the Sites and Services, you represent that you meet the

age requirements and that you are able to enter into legally binding contracts, including these Terms.

5. OUR PROPRIETARY RIGHTS

We or our licensors own all intellectual property and proprietary rights, title and interest in and to the Sites and the Services, including without limitation the Marcus Lemonis-entity owned trademarks and the Site copyrights. Except for the limited use rights granted to you in these Terms, you agree that you do not have and will not acquire any right, title, or interest in any of our intellectual property or other proprietary rights. Any rights not expressly granted in these Terms are expressly reserved.

6. USE OF THE SITES AND SERVICES

We grant you a limited, revocable, non-transferable, non-sublicensable and non-exclusive license to access and use the Sites and Services for their intended purposes (namely, for purchases, and related services) in accordance with these Terms and any Additional Terms. These limited rights and licenses may be revoked at any time according to Section 11 (Termination of Access) below.

When using the Sites and/or Services, you agree to comply with all applicable federal, state, and local laws including but not limited to, copyright law. Except as expressly permitted in these Terms, you may not use, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, publish, transmit, or otherwise exploit the Site content or any Content that is not your Content for any purpose whatsoever without obtaining prior written consent from us or, in the case of third-party content, its respective owner.

You may not cause any harm to or otherwise interfere with the Site and/or Services, by (but not limited to):

- removing, altering, covering, or distorting any copyright, trademark, or other proprietary rights notice on the Site, Site

content or any Content that is not your Content;

- circumventing, disabling or otherwise interfering with security-related features of the Sites or Services including, without limitation, any features that prevent or restrict use or copying of any content or enforce limitations on the use of the Sites or Services;
- using an automatic device (such as a robot or spider) or manual process to monitor the activity on, copy or “scrape” the Sites, the Services or their content for any purpose without our express written permission, except for search engines, traffic counters, or similar basic performance monitoring technology;
- transmitting, using, distributing or uploading programs or material that contain malicious code, such as viruses, timebombs, cancelbots, worms, trojan horses, spyware, or other potentially harmful programs or other material or information;
- forging any TCP/IP packet header or part of the header information in any email or newsgroup posting for any reason;
- creating an undue burden on the Sites or Services;
- collecting or harvesting any personal information from the Sites or Services, including but not limited to user names, passwords, or email addresses;

- soliciting other users to join or become members of any commercial online service or other organization without our prior written approval;
- attempting to or interfering with the proper working of the Sites or Services or impairing, overburdening, or disabling the same;
- modifying, creating derivative works from, decompiling, reverse engineering, or disassembling any portion of the Sites or Services or any Content that is not your Content;
- using network-monitoring software to determine the architecture of or extract usage data from the Sites;
- engaging in any conduct, or encourage or assist any third party in any conduct, that violates any local, state or federal law, either civil or criminal;
- engaging in any activity, or encourage or assist any third party in any activity, that violates these Terms;
- impersonating another user, person, or entity;
- interfering with or disrupting the access of any user, host or network via any means including without limitation by overloading, flooding, spamming, scripting content creation, or linking to coupon sites;

- violating U.S. export laws, including, without limitation, violations of the Export Administration Act and the Export Administration Regulations administered by the Department of Commerce;
- engaging in any conduct that restricts or inhibits any other user from using or enjoying the Sites or Services; or
- using “spam,” “blast faxes,” recorded telephone messages, or text message marketing to promote, market or sell Products bearing your Content or any other products or services.

You will cooperate with us to investigate any suspected or actual activity that we suspect may be in breach of these Terms.

7. ACCOUNTS

To purchase goods from one of our Sites, you will need to set up an account (“Account”).

To set up an Account, you will be asked to provide your name, mailing address and email address. You also must acknowledge and agree to these Terms to create an Account. You also will be asked to create an Account password. You must provide accurate information when setting up an Account and keep all Account information current. If Account information is not current, you may not receive your purchases.

You are responsible for maintaining the confidentiality of your password and Account. You are fully responsible for all uses of your password and Account, including any unauthorized use. You

agree to: (a) keep your password confidential and not share it with anyone else, and (b) immediately notify us of any unauthorized use of your password or Account.

You acknowledge and agree that we are authorized to act on instructions received through use of your password and Account, and that we may, but are not obligated to, deny access or block any transaction made through use of your password or Account without prior notice if we believe your password and Account are being used by someone other than you, or for any other reason.

8. YOUR CONTENT AND COMMENTS

By submitting any comments, suggestions, questions, postings, web forms, contest entries, and other information and content to us (“Comments”), you also grant to us the worldwide, perpetual, non-exclusive, transferable, sublicensable right and license to use your Comments to market and improve the Sites and Services and for other promotional purposes through all sales channels and in all media, whether now known or later created, as we deem necessary. You are solely responsible for all of your Content, and you waive any claim arising from or relating to use of your Comments.

9. CONTENT ACCEPTABLE USE POLICY

Your use of the Sites and Services constitutes your agreement that all Content and Comments that you upload, store, submit and/or use comply with the following guidelines for your use of the Sites and Services (“Content Acceptable Use Policy”). You are solely responsible for evaluating all of your Content and Comments against, and ensuring the compliance of, all of your Content and Comments with, the Content Acceptable Use Policy. By uploading Content and/or Comments to the Sites and Services, you accept sole liability and responsibility for any of your Content and/or Comments that do not comply with the Content Acceptable Use Policy, the remainder of these Terms and/or any applicable laws.

We have the right, but do not assume the obligation or responsibility, to monitor Content and Comments, and to determine whether they comply with applicable laws and these Terms, including without limitation the

Content Acceptable Use Policy. We have the right in our sole discretion and for any reason whatsoever to edit, refuse to post, refuse to store, remove, or disable access to any Content or Comments, including without limitation any content or comments that constitute, or are likely to constitute, an infringement, misappropriation, or other violation of the intellectual property or other proprietary rights of any third party.

a. General Categories of Prohibited Content and Comments. Your Content and/or Comments violate this Content Acceptable Use Policy and are prohibited from the Sites and Services if they:

- contain hateful or racist terms or images or symbols, or glamorize the actions of individuals or groups advocating ethnic cleansing, genocide, or similar activities;
- are harassing, threatening, abusive, libelous, defamatory, or invasive of privacy or publicity rights;
- impersonate another person;
- depict or promote violence or suicide;
- include the likeness of a minor;
- include or reveal the personal information of another person;
- contain a formula, instruction, or advice that could cause harm or injury;

- are vulgar, obscene, profane, pornographic, or otherwise objectionable or in bad taste, as determined by us in our sole discretion; or
- constitute or encourage conduct that would constitute fraud, a criminal offense, give rise to civil liability, or otherwise violate any applicable law or regulation.

b. Content and Comments Prohibited Under Intellectual Property Laws. Your Content and Comments also violate this Content Acceptable Use Policy and are prohibited from the Sites and Services if they violate or infringe, or may violate or infringe, in any way upon the rights of others, including, but not limited to, any copyright, trademark, patent, trade secret, moral right, or other intellectual property or proprietary right of any person or entity. Some examples of Content and Comments that should not be uploaded or submitted to the Sites and Services include:

- the names, logos, pictures or other intellectual property of musical groups or musical artists, sports teams, colleges or universities, clubs, organizations, associations;
- photos, logos, caricatures or other artwork depicting actors, actresses, musical artists, or other celebrities;
- the trademarks, logos, or names of companies; and/or
- pictures or photographs of products (including but not limited to toys).

The above list only provides examples of submissions that may violate the intellectual property and other proprietary rights of third parties, and is not exhaustive. Any determination made by us with respect to the applicability of the Content Acceptable Use Policy is made in our sole discretion and is final and binding. If you have questions about whether content or materials you would like to upload to the Sites may violate the intellectual property or other proprietary rights of another person, you should speak with an attorney.

10. PRODUCT SALES

a. Products. You can place orders for products (“Products”) through the Sites and Services. Product orders, sales and returns are subject to our Returns Policy, which are among the Additional Terms incorporated by reference into and made a part of these Terms.

b. Product Descriptions. All Product features, content, specifications, and prices described or depicted on the Sites and Services are subject to change at any time without notice. Certain measures, customizations, and similar descriptions are approximate and are provided for convenience purposes only. We make reasonable efforts to accurately display the attributes of the Products, including the applicable colors, fonts, and design sizes; however, the actual colors, fonts and designs you see on the device you use to access the Sites and Services will depend on your device and its systems, and we cannot guarantee that your device will accurately display such

Product attributes. Colors, fonts and design sizes depicted in on the Sites and Services may vary from those of the actual finished Product. The inclusion of any Products on the Sites at a particular time does not imply or warrant that these Products will be available at any time. We attempt to ensure that information on the Sites are complete, accurate, and current. Despite our efforts, the information on the Sites may occasionally be inaccurate, incomplete, or outdated. We make no representation as to the accuracy, completeness, or currency of any

information on the Site. For example, Products included on the Site may be unavailable, may have different attributes than those listed or depicted or may actually carry a different price than that stated on the Site. In addition, we may make changes in information about price and availability without notice. We are not responsible for the completeness, accuracy or currency of any Product tags or Product descriptions provided by Designers.

c. Product Orders and Sales. By placing an order using the Sites and Services, you make a binding offer for a contract of sale. We will send an order confirmation email to you. The order confirmation is not an acceptance of the order, but only an acknowledgement that the order was received. We do not guarantee the continued availability of any Products or designs found on the Site or Services. We reserve the right, without prior notice, to limit the order quantity on any Product and/or to refuse service to any customer. We also may require verification of information prior to the acceptance and/or shipment of any Product order.

d. Delivery, Shipment and Title. We will make delivery using a shipment provider of our choosing. You must pay shipping costs, which may depend on variables such as order value and shipping destinations. Shipping costs are displayed at checkout. Until we receive full payment for an order and the order is shipped, title of the goods remains with us. Upon transfer of the Products to the carrier, title and risk of loss passes to you. You should handle Products with care until the transfer of ownership is complete.

e. Product Payments. You may choose to pay for Product purchases made through the Sites and Services by credit card, PayPal, or any other method that may be supported by the Site or Services from time to time in our sole discretion. We reserve the right to limit the method of payment chosen depending on order value, shipment destination, or other criteria. You are responsible for the payment of all sales taxes.

11. LINKS

a. **Third-Party Links.** The Site and Services may provide links to third-party websites, advertisements, or resources. Because we have no control over such sites, advertisements, or resources, we are not responsible for the availability of such external websites or resources, and we do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such third-party sites or resources. We are not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any such content, goods, or services available on or through any such third-party website or resource.

b. **Linking to the Site.** By linking to our Sites, you will not misrepresent your relationship with us or present false or misleading impressions about us. No hyperlinks to the Sites may be used in a manner that implies or suggests that we approve or endorse you, your website, your social

media accounts, or your goods and services. We will have no responsibility or liability for any content appearing on your website or social media accounts. No link may appear on any page on your website, on your social media accounts, or within any context containing content or materials that may be interpreted as libelous, obscene, or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights. Images of the our logos may not be used to link to any of our Sites without our prior, express written permission. We reserve the right, at any time and in our sole discretion, to request that you remove from your website and/or social media accounts all links to our Sites or any of its contents. Upon our request, you agree to immediately remove all links to the Sites. Thereafter, your posting of any future links to the Sites will require our express written permission.

12. MODIFICATIONS TO THE SITES AND SERVICES

We reserve the right at any time in our sole discretion to modify, discontinue, or remove, temporarily or permanently, the Sites and/or Services (or any part thereof) and/or any Products with or without notice. We will not be liable to you or to any third party for any such modification, suspension, removal, or discontinuance. We do not guarantee that any of your Content or any other Content will be available on the Sites, our servers and/or directories at any time, or for any period of time.

13. TERMINATION OF ACCESS

We may, in our sole and absolute discretion and without notice or liability to you or any third party, immediately suspend, limit your access to and/or terminate your access to the Sites, Services and/or your Account for any reason or for no reason, including without limitation: (a) if we believe in our sole discretion that you have violated these Terms, any Additional Terms, or any applicable laws or regulations; (b) at the request of law enforcement, government agencies or courts; (c) if you ask us to close your Account; (d) if we discontinue or materially modify the Sites or Services (or any part thereof); (e) if unexpected technical or security issues or problems arise; (f) if we believe in our sole discretion that your use or access to the Sites, Services, or your Account may create risk (including but not limited to legal risk) for us, our affiliates, contractual partners, or users; and/or (g) following extended periods of inactivity on your Account (six (6) months or longer). Termination of your access to the Sites, Services, and/or your Account may include in our sole discretion, but is not limited to: (x) removal of access to some or all offerings on the Sites and Services; (y) the deletion of some or all of your Content, Account information, and/or other content associated with your use of the Site, Services, and/or your Account (or any part thereof) from the Sites, our servers and/or directories; and/or (z) banning you from using the Sites and Services by any available means, including without limitation by blocking your IP address.

Any suspension or termination shall not affect your obligations to us under these Terms. The provisions of these Terms which by their nature should survive the suspension or termination of your access to or use of the Site, Services and/or your Account, shall survive including, but not limited to, the rights and licenses that you have granted hereunder, indemnities, releases, disclaimers, limitations on liability, provisions related to choice of law, dispute resolution, and all of the miscellaneous provisions set forth below.

14. INDEMNITY

You agree to indemnify, defend, and hold the owner of the Sites and its parents, subsidiaries, related companies, and controlled affiliates, and its and their respective members, officers, directors, employees, agents, partners, licensors, service providers, strategic partners, and distribution partners (collectively, the “Indemnified Parties”), harmless in connection with any third-party claims, liabilities, losses, damages, obligations, costs, and expenses (including but not limited to reasonable attorneys’ fees and costs) (“Claims”) arising out of or relating to your use of the Sites or Services, your Content, your Comments, your breach of these Terms (including but not limited to any other Additional Terms incorporated by reference herein), and/or your acts and omissions relating to any of the foregoing. We have the right to control the defense, settlement, and/or other resolution of any Claims, at your sole cost and expense. You may not settle or otherwise resolve any Claim without our express written permission.

15. DISCLAIMER OF WARRANTIES

YOU ARE SOLELY RESPONSIBLE FOR, AND ASSUME ALL RISKS RELATED TO, THE PROPER AND SAFE HANDLING, STORAGE, USE, AND CONSUMPTION OF THE PRODUCTS YOU RECEIVE FROM US. YOU ARE ALSO SOLELY RESPONSIBLE FOR KNOWING ABOUT ANY FOOD ALLERGIES YOU MAY HAVE AND VERIFYING THE

PRODUCTS AND THEIR CONTENTS BEFORE HANDLING, PREPARING, USING OR CONSUMING SUCH PRODUCTS. FURTHER, YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT WE STORE, PORTION AND PACKAGE PRODUCTS CONTAINING MAJOR U.S. ALLERGENS (MILK, WHEAT, EGG, SOY, PEANUTS AND TREENUTS) AND CANNOT GUARANTEE THAT CROSS- CONTAMINATION WILL NOT OCCUR BETWEEN PRODUCTS.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SITES AND SERVICES IS AT YOUR SOLE RISK. THE SITES, SERVICES, THE SITES CONTENT, AND ALL PRODUCTS AND SERVICES PROVIDED ON OR THROUGH THE SITES AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITH ALL FAULTS. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT OF THE LAW, THE INDEMNIFIED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, INCLUDING ANY: (A) WARRANTIES THAT THE SITES, SERVICES, SITE CONTENT, AND/OR ANY PRODUCTS OR SERVICES PURCHASED ON OR THROUGH THE SITE OR SERVICES WILL MEET YOUR REQUIREMENTS OR SATISFACTION; (B) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE SITES, SERVICES, SITE CONTENT, AND/OR ANY PRODUCTS OR SERVICES PURCHASED ON OR THROUGH THE SITE OR SERVICES; (C) WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE; (D) WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SITES AND/ OR SERVICES OR ACCESSED THROUGH THE

SITES AND/ OR SERVICES; (E) WARRANTIES CONCERNING THE CAPACITY, COMPLETENESS, ACCURACY, OR RELIABILITY OF THE INFORMATION OR RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITES AND/OR SERVICE; (F) WARRANTIES THAT YOUR USE OF THE SITES WILL BE SECURE OR UNINTERRUPTED; AND (G) WARRANTIES THAT THE SITES, SERVICES, AND/OR SITE CONTENT WILL BE ERROR-FREE OR THAT ERRORS IN THE SITES, SERVICES AND/OR SITE CONTENT WILL BE CORRECTED. WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO PROVIDE ANY CONTENT OR TO STORE ANY PERSONALIZATION SETTINGS OR CONTENT. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE SITES OR SERVICES IS DOWNLOADED AND USED AT YOUR SOLE DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE SITES OR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

16. LIMITATION OF LIABILITY

WE MAY USE THIRD PARTIES TO PROVIDE CERTAIN SERVICES ACCESSIBLE THROUGH THE SITES AND SERVICES. WE WILL NOT BE LIABLE TO YOU FOR THEIR ACTS OR OMISSIONS.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE OF

ANY PARTY, WILL THE INDEMNIFIED PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF LOSS OF USE, DATA LOSS, OR OTHER INTANGIBLE LOSSES (EVEN IF THE INDEMNIFIED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM, ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH YOUR USE OF, OR YOUR INABILITY TO USE, THE SITES OR SERVICES, UNDER ANY THEORY OF LIABILITY. YOUR SOLE REMEDY, AND OUR AGGREGATE LIABILITY IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE SITES OR SERVICES SHALL IN ALL EVENTS BE LIMITED TO THE GREATER OF FIFTY DOLLARS (\$50.00) OR THE INVOICED AMOUNT PAID TO US FOR THE PRODUCTS GIVING RISE TO SUCH LIABILITY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE PROVISIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, OUR LIABILITY IS LIMITED TO THE FULLEST EXTENT OF THE LAW.

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT WE WILL NOT BE LIABLE FOR THE ILLEGAL, OFFENSIVE OR DEFAMATORY CONDUCT OF OTHERS, INCLUDING BUT NOT LIMITED TO ANY SUCH CONDUCT BY YOU, AND THAT YOU BEAR ALL RISK AND LIABILITY ASSOCIATED WITH YOUR CONDUCT AND CONTENT.

17. RELEASE

YOU HEREBY RELEASE THE SITE OWNER AND ITS PARENTS, SUBSIDIARIES AND AFFILIATES AND THEIR

RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MANAGERS, REPRESENTATIVES, AFFILIATES, SUCCESSORS, ASSIGNS, AGENTS, SHAREHOLDERS, EMPLOYEES AND BUSINESS PARTNERS FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH YOUR USE OF THE SITES AND/OR SERVICES. IF YOU ARE A RESIDENT OF CALIFORNIA, YOU WAIVE CALIFORNIA CIVIL CODE § 1542 WHICH STATES “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IS KNOWN BY HIM MUST HAVE MATERIALLY AFFECTIVE HIS SETTLEMENT WITH THE DEBTOR.”

18. DATA PRIVACY

We, our service providers, and other partners collect information from and/or about you when you use the Sites and Services, and process that information in accordance with our Privacy Policy.

19. MISCELLANEOUS

a. Exclusive Venue for Litigation; JURY TRIAL WAIVER. You and we agree that any litigation between us shall be filed exclusively in state or federal courts located in State of California, Los Angeles County. You expressly consent to exclusive jurisdiction in the State of California, Los Angeles County for any litigation between us. These Terms shall be construed in accordance with the laws of the State of California without regard to its conflict of laws rules that would result in the application of the laws of a jurisdiction other than the State of California. **YOU AND THE SITE OWNERS ALSO EXPRESSLY AGREE THAT THE**

PARTIES EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY.

b. Waiver and Severability of Terms. The failure of the Site Owner to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid or unenforceable, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the invalid or unenforceable provision, and all other provisions of these Terms shall remain in full force and effect.

c. No Contest. Our electronically or otherwise properly stored copy of these Terms will be deemed to be the true, complete, valid, authentic, and enforceable copy, and you agree that you will not contest the admissibility or enforceability of our copy of these Terms in connection with any action or proceeding arising out of or relating to these Terms.

d. Assignment. We may assign our rights and duties under these Terms at any time to any third party without notice. You may not assign these Terms without our prior written consent.

e. No Third Party Beneficiaries. You agree that, except as otherwise expressly provided in the Terms, there shall be no third party beneficiaries to these Terms.

f. Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Sites, Services, or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

g. Section Titles. The section titles in these Terms are for convenience only and have no legal or contractual effect.

h. Entire Agreement. These Terms (together with the Privacy Policy, and any other any Additional Terms incorporated by reference herein) constitute the entire agreement between you and us with respect to your

access to and use of the Sites and Services, and any and all other written or oral agreements or understandings previously existing between you and us with respect to the subject matter hereof are hereby superseded and cancelled.

i. Force Majeure. Failure by either party to perform any obligation hereunder shall be excused if and for so long as such breach or failure to perform is caused by a force majeure event, and prompt notice thereof has been given to the other party. If either party fails to perform any duty or obligation hereunder as a result of a force majeure event, such party shall be required to fulfill its obligations hereunder within a reasonable time frame after the force majeure event ceases to exist.

j. Questions. Please contact us with any questions regarding the Site, Services or these Terms at info@thesimplegreek.com. Any feedback or questions that you provide shall be deemed to be non-confidential, and we shall be free to use such information in accordance with our Privacy Policy.

Please click [here](#) to review our Privacy Policy.