

Terms of Service

As of February 2018

1. Acceptance of Terms

Negotiation by Design welcomes you. Negotiation by Design provides the Negotiation by Design Services (defined below) to you subject to the following Terms of Service ('TOS'), which may be updated by us from time to time without notice to you.

By accessing and using the Negotiation by Design Services, you accept and agree to be bound by the terms and provision of the TOS. In addition, when using particular Negotiation by Design owned or operated services, you and Negotiation by Design shall be subject to any posted guidelines or rules applicable to such services, which may be posted and modified from time to time. All such guidelines or rules are hereby incorporated by reference into the TOS. Negotiation by Design may also offer other services that are governed by different Terms of Service.

2. Right of Modification

We reserve the right to change or modify the Terms of Service at our sole discretion at any time. Any change or modification to the Terms of Service will be effective immediately upon posting by us. For any material changes to the Terms, we will take reasonable steps to notify you of such changes. In all cases, your continued use of the Sites after publication of such modifications, with or without notification, constitutes binding acceptance of these modified Terms of Service.

3. Description of Negotiation by Design Services

Negotiation by Design provides users with access to a rich collection of resources (tools, content, forums, databases) related to negotiation (the 'Negotiation by Design Services'). You also understand and agree that the Negotiation by Design Services may include advertisements and that these advertisements are necessary for Negotiation by Design to provide the Negotiation by Design Services. You also understand and agree that the Negotiation by Design Services may include certain communications from Negotiation by Design, such as service announcements, administrative messages and the Negotiation by Design Video Blog, and that these communications are considered part of Negotiation by Design membership. Unless explicitly stated otherwise, any new features that augment or enhance the current Negotiation by Design Services, including the release of new Negotiation by Design properties, shall be subject to the TOS. You understand and agree that the Negotiation by Design Services is provided 'AS-IS' and that Negotiation by Design assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Negotiation by Design Services, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Negotiation by Design Services.

You understand that the technical processing and transmission of the Negotiation by Design Services, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

4. Service Implementation and Payment Terms

A. You agree to use the Service only through our website and/or authorized software application and we reserve approval authority as to the implementation and use of the Service on the Site. We may suspend the Service in the event we find any implementation issues with the Site. Such suspension shall remain in effect until you correct any issues specified by Negotiation by Design and a suspension shall not relieve you of your payment obligations under the Agreement.

B. You agree to provide us with current, complete and accurate registration information for the Service and to maintain and properly update such information ('Registration Data'). If you are using the Service you authorize us to confirm that the Card Account is and remains in good standing with a financial institution as long as you are using the Service. You authorize us to obtain credit reports or other background inquiries from time to time to assess your eligibility to continue use of the Service.

C. You agree to provide true, accurate, current and complete information about yourself as prompted by the Service registration process (such information being the 'Registration Data'). You further agree that, in providing such Registration Data, you will not knowingly omit or misrepresent any material facts or information and that you will promptly enter corrected or updated Registration Data via the Service, or otherwise advise us promptly in writing of any such changes or updates. You further consent and authorize us to verify your Registration Data as required for your use of and access to the Service. Once you subscribe to the Service, you shall receive a unique user ID and password in connection with your account (collectively referred to herein as 'IDs'). You agree that you will not allow another person to use your IDs to access and use the Service under any circumstances. You are solely and entirely responsible for maintaining the confidentiality of your IDs and for any charges, damages, liabilities or losses incurred or suffered as a result of you failure to do so. We are not liable for any harm caused by or related to the theft of your IDs, your disclosure of your IDs, or your authorization to allow another person to access and use the Service using your IDs. Furthermore, you are solely and entirely responsible for any and all activities that occur under your account including any charges incurred relating to the Service. You agree to immediately notify us of any unauthorized use of your account or any other breach of security known to you. You acknowledge that the complete privacy of your data and messages transmitted while using the Service cannot be guaranteed.

D. Negotiation by Design will submit your customers' payment information to the applicable payment gateway. Monthly charges for the Service will be at the rates set forth by Service type and agreed upon by you in the Registration process. Such charges may

be modified by Negotiation by Design upon 30 days prior written notice. Payments reflecting charges for the prior month's use of the Service will be deducted from your authorized credit card promptly following the end of each calendar month. Prices established in this Agreement, and in any schedule, exhibit or related agreement hereto, are exclusive of taxes and other fees which may be imposed on Negotiation by Design or you for the provision or use of the Service. You will be responsible for such taxes and other fees. Tax exempt status will be granted to you upon presentation of a satisfactory certificate of exemption.

E. Negotiation by Design is not liable for any losses relating to chargebacks, fraudulent charges, or other actions by you or your customers that are deceptive, fraudulent or otherwise invalid ('Fraudulent Actions'). By using the Service, you hereby release Negotiation by Design from any liability arising from Fraudulent Actions. You will also use best efforts to promptly notify Negotiation by Design of any Fraudulent Actions which may affect the Service. Negotiation by Design reserves the right, in its sole discretion, to terminate your account if you engage in, or enable any other user or customer to engage in, Fraudulent Actions.

5. Negotiation by Design Privacy Policy

Registration Data and certain other information about you are subject to our applicable privacy policy. For more information, see the full Negotiation by Design Privacy Policy at: [Privacy Policy](#).

You understand that through your use of the Negotiation by Design Services you consent to the collection and use (as set forth in the applicable privacy policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by Negotiation by Design and its affiliates.

6. Member Account, Password and Security

You will receive a password and account designation upon completing the Negotiation by Design Service's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Negotiation by Design of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Negotiation by Design cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

7. Member Conduct

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ('Content'), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not Negotiation by Design, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Negotiation by Design Services. Negotiation by Design does not control the Content

posted via the Negotiation by Design Services and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Negotiation by Design Services, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Negotiation by Design be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Negotiation by Design Services.

You agree to not use the Negotiation by Design Services to:

- A Upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- B Harm minors in any way;
- C Impersonate any person or entity, including, but not limited to, a Negotiation by Design official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- D Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Negotiation by Design Service;
- E Upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- F Upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ('Rights') of any party;
- G Upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- H Disrupt the normal flow of dialogue, cause a screen to 'scroll' faster than other users of the Negotiation by Design Services are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- I Interfere with or disrupt the Negotiation by Design Services or servers or networks connected to the Negotiation by Design Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Negotiation by Design Services, including using any device, software or routine to bypass our robot exclusion headers;
- J Intentionally or unintentionally violate any applicable local, state, national or international law;
- K 'Stalk' or otherwise harass another; and/or
- L Collect or store personal data about other users in connection with the prohibited

conduct and activities set forth in paragraphs a through k above.

You acknowledge that Negotiation by Design may or may not pre-screen Content, but that Negotiation by Design and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Content that is available via the Negotiation by Design Services. Without limiting the foregoing, Negotiation by Design and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by Negotiation by Design or submitted to Negotiation by Design. You acknowledge, consent and agree that Negotiation by Design may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce the TOS; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of Negotiation by Design, its users and the public.

You understand that the Negotiation by Design Services and software embodied within the Negotiation by Design Services may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by Negotiation by Design and/or content providers who provide content to the Negotiation by Design Services. You may not attempt to override or circumvent any of the usage rules embedded into the Negotiation by Design Services. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Negotiation by Design Services, in whole or in part, is strictly prohibited.

8. Online Courses and Certifications

The Sites will, from time to time, offer online courses in a specific area of study or on a particular topic (an 'Online Course'). Negotiation by Design and the instructors of the Online Courses reserve the right to cancel, interrupt or reschedule any Online Course or modify its content as well as the point value or weight of any assignment, exam or other evaluation of progress. Online Courses offered are subject to the Disclaimer of Warranties / Limitation of Liabilities section below.

For some courses, subject to your satisfactory performance in the Online Course as determined in the sole discretion of Negotiation by Design, the instructors and the participating Institutions, you may be awarded a statement acknowledging your completion of the class ('Statement of Accomplishment'). This Statement of Accomplishment, if provided to you, would be from Negotiation by Design and/or from the instructors. You acknowledge that the Statement of Accomplishment, if provided to you, may not be affiliated with Negotiation by Design. Further, Negotiation by Design offers the right to offer or not offer any such Statement of Accomplishment for a class. You

acknowledge that the Statement of Accomplishment, and Negotiation by Designs Online Courses, will not stand in the place of a course taken at an accredited institution, and do not convey academic credit. You acknowledge that neither the instructors of any Online Course nor the associated Participating Institutions will be involved in any attempts to get the course recognized by any educational or accredited institution, unless explicitly stated otherwise by Negotiation by Design. The format of the Statement of Accomplishment will be determined at the discretion of Negotiation by Design and the instructors, and may vary by class in terms of formatting, e.g., whether or not it reports your detailed scores or grades in the class, and in other ways.

9. Interstate Nature of Communications on Negotiation by Design Network

When you register with Negotiation by Design, you acknowledge that in using the Negotiation by Design Services to send electronic communications (including but not limited to email, search queries, and other Internet activities), you will be causing communications to be sent through Negotiation by Design's computer networks, As a result, and also as a result of Negotiation by Design's network architecture and business practices and the nature of electronic communications, even communications that seem to be intrastate in nature can result in the transmission of interstate communications regardless of where you are physically located at the time of transmission. Accordingly, by agreeing to this TOS, you acknowledge that use of the service results in interstate data transmissions.

10. Content Submitted or Made Available for Inclusion on the Negotiation by Design Services

Negotiation by Design does not claim ownership of Content you submit or make available for inclusion on the Negotiation by Design Services. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the Negotiation by Design Services, you grant Negotiation by Design the following worldwide, royalty-free and non-exclusive license(s), as applicable:

- a With respect to Content you submit, create and make available for inclusion on publicly accessible areas of Negotiation by Design Groups, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Negotiation by Design Services solely for the purposes of providing and promoting the specific Negotiation by Design Group to which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Negotiation by Design Services and will terminate at the time you remove or Negotiation by Design removes such Content from the Negotiation by Design Services.
- b With respect to photos, graphics, audio or video you submit, create and make available for inclusion on publicly accessible areas of the Negotiation by Design Services other than Negotiation by Design Groups, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Negotiation by Design Services solely for the purpose for which such Content was submitted or made available. This license exists only for as long as you elect

to continue to include such Content on the Negotiation by Design Services and will terminate at the time you remove or Negotiation by Design removes such Content from the Negotiation by Design Services.

- c With respect to Content other than photos, graphics, audio or video you submit, create and make available for inclusion on publicly accessible areas of the Negotiation by Design Services the perpetual, irrevocable and fully sublicensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed.

'Publicly accessible' areas of the Negotiation by Design Services are those areas of the Negotiation by Design network of properties that are intended by Negotiation by Design to be available to the general public. By way of example, publicly accessible areas of the Negotiation by Design Services would include Negotiation by Design Message Boards and portions of Negotiation by Design Groups. However, publicly accessible areas of the Negotiation by Design Services would not include Negotiation by Design services intended for private communication such as projects, or areas off of the Negotiation by Design network of properties such as portions of World Wide Web sites that are accessible via hypertext or other links but are not hosted or served by Negotiation by Design.

11. Contributions to Negotiation by Design

By submitting ideas, suggestions, documents, and/or proposals ('Contributions') to Negotiation by Design through its suggestion or feedback webpages, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) Negotiation by Design is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) Negotiation by Design shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) Negotiation by Design may have something similar to the Contributions already under consideration or in development; (e) your Contributions automatically become the property of Negotiation by Design without any obligation of Negotiation by Design to you; and (f) you are not entitled to any compensation or reimbursement of any kind from Negotiation by Design under any circumstances.

12. Indemnity

You agree to indemnify and hold Negotiation by Design and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit, modify or otherwise make available through the Negotiation by Design Services, your use of the Negotiation by Design Services, your connection to the Negotiation by Design Services, your violation of the TOS, or your violation of any rights of another.

13. General Practices Regarding Use and Storage

You acknowledge that Negotiation by Design may establish general practices and limits concerning use of the Negotiation by Design Services, including without limitation the maximum number of days that models, email messages, message board postings or other uploaded Content will be retained by the Negotiation by Design Services, the maximum disk space that will be allotted on Negotiation by Design's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Negotiation by Design Services in a given period of time. You agree that Negotiation by Design has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Negotiation by Design Services. You acknowledge that Negotiation by Design reserves the right to sign out accounts that are inactive for an extended period of time.

The access to the online classes and the content of them can be changed depending on technical and other circumstances. Negotiation by Design tries to grant access to classes for the most common technologies but cannot guarantee the function and access to them for more than 3 years of the according publishing date.

You further acknowledge that Negotiation by Design reserves the right to modify these general practices and limits from time to time.

14. Modifications to Negotiation by Design Services

Negotiation by Design reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Negotiation by Design Services (or any part thereof) with notice. You agree that Negotiation by Design shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Negotiation by Design Services (or any part thereof).

15. Payment Terms

General Terms

The current fee for the Service you have selected will automatically and immediately be charged to your payment instrument or account on the date that you complete your ordering process. Fees charged for one Service may not be credited towards other services.

Payment for Subscription

Payment occurs on a pre-pay basis and payment will be automatically renewed at the end of the term. The amount you are to pay will depend upon which term of subscription you choose. If you do not renew your subscription, your account will automatically revert to a free account and will be subject to the limitations of a free account.

Payment for Online Class

Payment occurs on a pre-pay basis. The amount you are to pay will depend upon which online class you choose.

16. Termination

You may terminate your Negotiation by Design account and access to the Negotiation by Design Services by submitting such termination request to Negotiation by Design.

You agree that Negotiation by Design may, without prior notice, immediately terminate, limit your access to or suspend your Negotiation by Design account, any associated email address, and access to the Negotiation by Design Services. Cause for such termination, limitation of access or suspension shall include, but not be limited to, (a) breaches or violations of the TOS or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) discontinuance or material modification to the Negotiation by Design Services (or any part thereof), (d) unexpected technical or security issues or problems, (e) extended periods of inactivity, (f) engagement by you in fraudulent or illegal activities, and/or (g) nonpayment of any fees owed by you in connection with the Negotiation by Design Services. Further, you agree that all terminations, limitations of access and suspensions for cause shall be made in Negotiation by Design's sole discretion and that Negotiation by Design shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Negotiation by Design Services.

Termination or downgrade of your Negotiation by Design account or services includes any or all of the following: (a) removal of access to all or part of the offerings within the Negotiation by Design Services, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring of further use of all or part of the Negotiation by Design Services.

Subscription

In case the user wants to cancel his or her service agreement with the Negotiation by Design he or she must perform this cancellation no later than two weeks after entering into a service agreement with the Negotiation by Design or no later than two weeks after an automatic service agreement renewal. Cancellations that honor the previous shall be refunded pro rata no later than one month after the Negotiation by Design receives the cancellation request.

Online Class

In case the user wants to cancel his or her service agreement with Negotiation by Design he or she must perform this cancellation no later than two weeks after entering into a service agreement with Negotiation by Design. This right is voided if you accessed more than 50% of the online class during this period. Cancellations that honor the previous shall be refunded no later than one month after Negotiation by Design receives the cancellation request.

17. Dealing with Advertisers

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Negotiation by Design Services, including payment

and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that Negotiation by Design shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Negotiation by Design Services.

18. Links

The Negotiation by Design Services may provide, or third parties may provide, links to other World Wide Web sites or resources. You acknowledge and agree that Negotiation by Design is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that Negotiation by Design shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

19. Negotiation by Design's Proprietary Rights

You acknowledge and agree that the Negotiation by Design Services, Content and any necessary software used in connection with the Negotiation by Design Services ('Software') contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in advertisements or information presented to you through the Negotiation by Design Services or by advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly permitted by applicable law or as authorized by Negotiation by Design or the applicable licensor (such as an advertiser), you agree not to copy, reproduce, modify, rent, lease, loan, sell, distribute, transmit, broadcast, publicly perform or create derivative works based on the Negotiation by Design Services, such as Content or the Software, in whole or in part. The burden of determining that your use of any information, software or any other content on the Site is permissible rests with you.

Negotiation by Design grants you a personal, non-transferable and non-exclusive right and license to use the content and the object code of its Software on a computer through your personal account; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software or content. You agree not to modify the Software or Content in any manner or form, nor to use modified versions of the Software and Content, including (without limitation) for the purpose of obtaining unauthorized access to the Negotiation by Design Services. You agree not to access the Negotiation by Design Services by any means other than through the interface that is provided by Negotiation by Design for use in accessing the Negotiation by Design Services. You agree that you will never divulge or share access or access information to your User

Account with any third party for any reason.

20. Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a YOUR USE OF THE Negotiation by Design SERVICES AND SOFTWARE ARE AT YOUR SOLE RISK. THE Negotiation by Design SERVICES AND SOFTWARE ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. Negotiation by Design AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- b Negotiation by Design AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE Negotiation by Design SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS; (ii) THE Negotiation by Design SERVICES OR SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE Negotiation by Design SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE Negotiation by Design SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATIONS; AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
- c ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE Negotiation by Design SERVICES OR SOFTWARE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM Negotiation by Design OR THROUGH OR FROM THE Negotiation by Design SERVICES OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
- e A SMALL PERCENTAGE OF USERS MAY EXPERIENCE EPILEPTIC SEIZURES WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS ON A COMPUTER SCREEN OR WHILE USING THE Negotiation by Design SERVICE. CERTAIN CONDITIONS MAY INDUCE PREVIOUSLY UNDETECTED EPILEPTIC SYMPTOMS EVEN IN USERS WHO HAVE NO HISTORY OF PRIOR SEIZURES OR EPILEPSY. IF YOU, OR ANYONE IN YOUR FAMILY, HAVE AN EPILEPTIC CONDITION, CONSULT

YOUR PHYSICIAN PRIOR TO USING THE Negotiation by Design SERVICE. IMMEDIATELY DISCONTINUE USE OF THE Negotiation by Design SERVICES AND CONSULT YOUR PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING THE Negotiation by Design SERVICE: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

21. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT Negotiation by Design AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF Negotiation by Design HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE Negotiation by Design SERVICE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE Negotiation by Design SERVICE; OR (e) ANY OTHER MATTER RELATING TO THE Negotiation by Design SERVICE.

22. Exclusions and Limitations

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 19 AND 20 MAY NOT APPLY TO YOU.

23. Notice

Negotiation by Design may provide you with notices, including those regarding changes to the TOS, including by but not limited to email, regular mail, SMS, MMS, text message, postings on the Negotiation by Design Services, or other reasonable means now known or hereafter developed. Such notices may not be received if you violate this TOS by accessing the Negotiation by Design Services in an unauthorized manner. Your agreement to this TOS constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed the Negotiation by Design Services in an authorized manner.

24. Trademark Information

You agree that all of Negotiation by Design's trademarks, trade names, service marks and other Negotiation by Design logos and brand features, and product and service names are trademarks and the property of Negotiation by Design Inc. (the 'Negotiation by Design Marks'). Without Negotiation by Design's prior permission, you agree not to

display or use in any manner the Negotiation by Design Marks.

25. General Information

Entire Agreement.

The TOS constitutes the entire agreement between you and Negotiation by Design and governs your use of the Negotiation by Design Services, superseding any prior version of this TOS between you and Negotiation by Design with respect to the Negotiation by Design Services. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other Negotiation by Design services, affiliate services, third-party content or third-party software.

Choice of Law and Forum.

You and Negotiation by Design each agree that the TOS and the relationship between the parties shall be governed by the laws of the Canton of Zürich, Switzerland without regard to its conflict of law provisions and that any and all claims, causes of action or disputes (regardless of theory) arising out of or relating to the TOS, or the relationship between you and Negotiation by Design, shall be brought exclusively in the courts located in Canton of Zürich, Switzerland. You and Negotiation by Design agree to submit to the personal jurisdiction of the courts located within the Canton of Zürich, Switzerland, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

Waiver and Severability of Terms.

The failure of Negotiation by Design to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

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 use of the Negotiation by Design Services or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in the TOS are for convenience only and have no legal or contractual effect.

26. Violations

Please report any violations of the TOS to our [Customer Care Group](#).