

TERMS OF USE

www.PowHERnetwork.com

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- g. content that provides a link to or refers to any Web site containing any of the above.

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6. **Privacy Policy.** We respect and value your privacy and have taken specific steps to protect it. Please see our Privacy Policy located on this Web site.

7. **Third Party Software.** PowHER Network, LLC may make third-party software available to its members through the Service. If you use such third-party software, you agree to be bound by the terms and conditions imposed by the third party software provider, and that said agreement is between you and said software provider.

8. **Idea Submissions.** Any ideas or suggestions that you transmit to PowHER Network, LLC concerning the content or services contained in this website will be on a non-confidential basis. PowHERnetwork.com will be free to reproduce, publicly display, publicly perform, modify, sublicense, and distribute such content, and incorporate it in

other works, in whole or in part, in any manner and any media now known or hereafter developed.

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Copyright Agent

PowHER Network, LLC
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#542
Ridgewood, NJ 07450

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13. **INDEMNIFICATION.** YOU WILL INDEMNIFY, DEFEND AND HOLD HARMLESS POWHER NETWORK, LLC, INCLUDING ITS MANAGERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, LICENSORS, SUPPLIERS, INFORMATION PROVIDERS, AND AGENTS (COLLECTIVELY " POWHER NETWORK, LLC AFFILIATES") FROM AND AGAINST ALL LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM (1) ANY VIOLATION OF THESE TERMS AND CONDITIONS OR YOUR CONDUCT, INCLUDING WITHOUT LIMITATION YOUR NEGLIGENT OR WRONGFUL CONDUCT, OR (2) ANY ONE WHO HAS USED YOUR MEMBERSHIP WITH EXPRESS OR

IMPLIED AUTHORITY TO USE YOUR MEMBERSHIP, OR (3), ANY CLAIM BY A THIRD PARTY FOR VIOLATION OR INFRINGEMENT OF HIS, HER OR ITS RIGHTS ARISING OUT OF OR IN CONNECTION WITH ANY CONTENT YOU PROVIDED TO POWHER NETWORK, LLC, INCLUDING WITHOUT LIMITATION, COPYRIGHT, TRADEMARK, TRADE SECRET, PATENT, RIGHT OF PUBLICITY, RIGHT OF PRIVACY, DEFAMATION, OR DISPARAGEMENT.

14. **Choice of Law; Forum.** You agree to submit to the jurisdiction of state courts located within the State of New Jersey, Bergen County and the federal courts located within the State of New Jersey, Essex County, and agree that any cause of action against PowHER Network, LLC must be brought in these courts and venues. You also agree that This Agreement shall be governed by and construed under the laws of the State of New Jersey without reference to its conflicts of law principles. In the event of any conflicts between foreign law, rules, and regulations, and United States of America law, rules, and regulations, then United States of America law, rules, and regulations shall prevail and govern.

15. **Modification of Terms.** PowHER Network, LLC reserves the right to amend these Terms at any time, for any reason, and without notice, including the right to terminate the Service or any part of the Service. Any amendments or modifications made by PowHER Network, LLC will be prospective only.

16. **Entire Agreement.** These Terms constitute the entire agreement between you and PowHER Network, LLC governing your use of the Service. In the case of inconsistencies between these Terms and any information included in off-line materials (for example, promotional materials and mailers), these Terms will always control. You may also be subject to additional terms and conditions that may apply when you use PowHER Network, LLC Affiliate services, third-party content, or third-party software.

17. **No Waiver.** The failure of PowHER Network, LLC to exercise or enforce any Term will not constitute a waiver of such Term. If any Term 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 these Terms remain in full force and effect.

18. **Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.