

TERMS OF USE UHURU DESIGN, LLC

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- Attempt to gain unauthorized access to any Website account, computer systems or networks associated with Uhuru Design or the Website;
- Obtain or attempt to obtain any materials or information through the Website by any means not intentionally made available or provided by Uhuru Design;
- Use any robot, spider, or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful;
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack; or
- Impersonate or attempt to impersonate Uhuru Design, an Uhuru Design employee, another user or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).

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Questions regarding the use of any intellectual property provided on the Website should be directed to info@uhurudesign.com

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INDEMNITY You agree to defend, indemnify and hold harmless Uhuru Design and its affiliates, licensors and service providers 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 or your use of the Website, including, but not limited to, any use of the Website Content, services, or products other than as expressly authorized in these Terms or your use of any information obtained from the Website.

TERMINATION AND RESTRICTION OF ACCESS In its sole discretion, Uhuru Design may terminate or suspend your access to the Website for breach of these Terms. Uhuru Design shall not be liable for any losses or damages arising from any such termination of service.

ARBITRATION At its sole discretion, Uhuru Design may require you to submit any disputes arising from use of the Website, or breach of these Terms, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying New York law. By using the Website, you hereby consent to submission of any dispute to be final and binding arbitration.

LIMITATION ON TIME TO FILE CLAIMS Any cause of action or claim you may have arising out of or relating to these Terms or the Website must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

GOVERNING LAW & JURISDICTION These Terms are governed by the laws of the State of New York, U.S.A. You hereby irrevocably consent to the exclusive jurisdiction and venue of the courts in Brooklyn, New York, U.S.A. in all disputes arising out of or relating to the use of the Website.

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GENERAL You agree that no joint venture, partnership, employment, or agency relationship exists between you and Uhuru Design as a result of these Terms or use of the Website. You may not assign these Terms without the prior

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written consent of Uhuru Design in all instances. Uhuru Design may assign these Terms, in whole or in part, at any time. Uhuru Design's performance of this agreement is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of Uhuru Design's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by Uhuru Design with respect to such use.

If any part of these Terms are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms shall continue in effect.

These Terms, including the Privacy Policy and all other documents expressly incorporated herein by reference, constitute the entire agreement between you and Uhuru Design with respect to the Website, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and Uhuru Design. A printed version of these Terms and of any notices given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

UHURU DESIGN CONTACT INFORMATION

Questions can be directed to Uhuru Design at: info@uhurudesign.com