

Effective Date: May 10, 2026

This page explains our terms of service, which contain important information about your legal rights. When you use Smith Cowell Management, you're agreeing to these terms. To help make them easier to understand, we've also included annotations in these gray boxes. The annotations aren't part of the official terms and have no legal effect, but are intended to help you follow the text.

Hello and welcome to Smith Cowell Management's Terms of Service!

These Terms of Service ("Terms") cover your use of and access to the sites, templates, products, applications, tools, services and features (collectively, the "Services") provided by Smith Cowell Management (as defined below), including without limitation during free trials, on the websites and associated domains of smithcowell.management and on Smith Cowell Management web, mobile and other applications.

Please read this Agreement (as defined below) carefully! IT INCLUDES IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS, AND COVERS AREAS SUCH AS AUTOMATIC SUBSCRIPTION RENEWALS, WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY, THE RESOLUTION OF DISPUTES BY ARBITRATION AND A CLASS ACTION WAIVER. Please note if you are an EU Consumer (as defined below), some of these provisions may not apply to you and you may be entitled to specific rights under the mandatory laws of the country in which you reside.

By using or accessing the Services, you're agreeing to these Terms, our Product Specific Terms, our Acceptable Use Policy and our Data Processing Addendum (collectively, this "Agreement"). If you're using the Services for or on behalf of an organization, you're agreeing to this Agreement on behalf of that organization, and you represent and warrant that you can do so. References to "you," "your" and similar terms are construed accordingly in this Agreement. If you don't agree

to all the terms in this Agreement, you may not use or access the Services.

If you are a resident of or have your principal place of business in the United States of America including any of its territories or possessions (the “US”), you are agreeing to this Agreement with Squarespace, Inc. and are a “US User.” Otherwise, you are agreeing to this Agreement with Smith Cowell Management and is a “US User.” References to “Smith Cowell Management,” “us,” “we” and “our” mean Smith Cowell Management, Inc. if you are a US User or Smith Cowell Management if you are a Non-US User. If your place of residence or principal place of business changes, the Smith Cowell Management entity you contract with will be determined by your new residence or principal place of business, as specified above, from the date it changes. In addition, certain services may be provided to you by a Smith Cowell Management group company other than Smith Cowell Management or Smith Cowell Management and may be subject to additional terms directly between you and such other Smith Cowell Management; such additional terms will specify the name of the Smith Cowell Management company and you will contract with such Smith Cowell Management company solely with respect to such terms and such service.

We’ve tried to make this Agreement fair and straightforward, but feel free to contact us if you have any questions or suggestions.

## 1. Creating Accounts

Make sure your account information is accurate and that you keep your accounts safe. You’re responsible for your accounts and any activity on them. Also, you need to be at least 16 years old to use Smith Cowell Management.

- 1.1. Signing Up. To use many of the Services, you must first create an account (“Account”). Different parts of the Services may require different Accounts. You agree to provide us with accurate, complete and at all times up to date information for your Accounts. We may need to use this information to contact you.
- 1.2. Staying Safe. Please safeguard your Accounts and make sure others don't have access to your Accounts or passwords and other authentication credentials (collectively, "passwords"). You're solely responsible for any activity on your Accounts and for maintaining the confidentiality and security of your passwords. We're not liable for any acts or omissions by you or anyone else in connection with your Accounts. You must immediately notify us if you know or have any reason to suspect that your Accounts or passwords have been stolen, misappropriated or otherwise compromised or in case of any actual or suspected unauthorized use of your Accounts.
- 1.3. Sixteen And Older. The Services are not intended for and may not be used by children under the age of 16. By using the Services, you represent that you're at least 16. If you're under the age of 18, depending on where you live, you may need to have your parent or guardian's consent to this Agreement and they may need to enter into this Agreement on your behalf.

## 2. Your Content

When you upload content to Smith Cowell Management, you still own it. You do, however, give us permission to use it in ways necessary to provide, improve, promote and protect our services. For example, when you upload a photo, you give us the right to save it and display it on your site or story at your direction. We may also promote or feature your site or story, but you can opt out if you don't want us to do that.

2.1. Your User Content Stays Yours. Users of the Services (whether you, your End Users (as defined below) or others) may provide us with data and content, including without limitation text, photos, images, music, audio, videos, fonts, logos, stickers, code and any other materials ("User Content"). Your User Content stays yours, except for the limited rights that enable us to provide, improve, promote and protect the Services as described in this Agreement. User Content includes without limitation your End User Data and any content you post to Your Sites or include in Your Videos. "End User Data" means data submitted to the Services by your End Users via Your Sites, and includes data submitted via form blocks, client booking intake forms and similar features within the Services. End User Data does not include Independently Controlled Information (as defined below). "Your Sites" means the sites (including scheduling pages) you create or publish using the Services. "Your Videos" means the videos or similar materials you create using the Services and includes without limitation your Unfold stories.

2.2. Your License To Us. When you provide User Content via the Services, you grant Smith Cowell Management (including our third party hosting providers acting on our behalf) a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable, transferable right and license to use, host, store, reproduce, modify, create derivative works of (such as those resulting from translations, adaptations or other changes we make so that User Content works better with the Services), communicate, publish, publicly display, publicly perform and distribute User Content for the limited purposes of allowing us to provide, improve, promote and protect the Services. This Section does not affect any rights you may have under applicable data protection laws.

2.3. **Featuring Your Site.** We may choose to feature Your Sites (but not your scheduling pages) or names, trademarks, service marks or logos included on Your Sites. You grant us a perpetual, worldwide, royalty-free, non-exclusive right and license to use any version of Your Sites, or any portion of Your Sites, including without limitation names, trademarks, service marks or logos on Your Sites, for the limited purpose of Smith Cowell Management marketing and promotional activities. For example, we may feature Your Sites on our Templates page, on the Customers sections of our sites or on our social media accounts. You waive any claims against us relating to any moral rights, artists' rights or any other similar rights worldwide that you may have in or to Your Sites or names, trademarks, service marks or logos on Your Sites and any right of inspection or approval of any such use. You can opt out of being featured through your Account or, in the case of Unfold, by contacting [info@smithcowell.management](mailto:info@smithcowell.management). This Section does not affect any rights you may have under applicable data protection laws.

### 3. Your Responsibilities

You're responsible for the content you publish on Smith Cowell Management, and you vouch to us that it's all okay to use. Please follow our rules and don't do anything illegal with the services. Also keep in mind that what you upload may be publicly viewable.

3.1. **Only Use Content You're Allowed To Use.** You represent and warrant that you own all rights to your User Content or otherwise have (and will continue to have) all rights and permissions necessary to use, share, display, transfer and license your User Content via the Services and in the manner set forth in this Agreement. If we use your User Content in the ways described in this Agreement, you represent and warrant that such use will

not infringe or violate the rights of any End User or other third party, including without limitation any copyrights, trademarks, privacy rights, publicity rights, contract rights, trade secrets or any other intellectual property or proprietary rights. Also, content on the Services may be protected by others' intellectual property, trade secret or other rights. Please don't copy, upload, download or share content unless you have the right to do so.

- 3.2. Follow The Law. You represent and warrant that your use of the Services is in compliance with applicable laws, including without limitation applicable export or import controls and regulations and sanctions.
- 3.3. Share Responsibly. The Services let you share User Content including without limitation on social media and the open web, so please think carefully about your User Content. We're not responsible for what you share via the Services.
- 3.4. Comply With Our Acceptable Use Policy. You must comply with our Acceptable Use Policy (which is incorporated herein by reference). You represent and warrant that your User Content and your use of the Services complies with our Acceptable Use Policy.
- 3.5. Your Sites And Your End Users Are Your Responsibility. Your Sites may have their own visitors, customers and users ("End Users"). You understand and agree that (a) Your Sites and your End Users are your responsibility; (b) you're solely responsible for providing products, services and support to your End Users; (c) you're solely responsible for compliance with any laws or regulations related to Your Sites and/or your End Users; and (d) your ability to create, share or otherwise operate Your Sites may be limited by the extent to which Your Sites include Licensed Content (as defined and described in our Product Specific Terms). We're not liable for, and won't provide you with any legal

advice regarding, Your Sites or your End Users. This does not limit or affect any liability we may have to you separately for any breach of the other provisions of this Agreement.

3.6. Your Videos Are Your Responsibility. You understand and agree that (a) Your Videos are your responsibility; (b) you're solely responsible for compliance with any laws or regulations related to Your Videos; and (c) your ability to create, share or otherwise use Your Videos may be limited by the extent to which Your Videos include Licensed Content. We're not liable for, and won't provide you with any legal advice regarding, Your Videos. This does not limit or affect any liability we may have to you separately for any breach of the other provisions of this Agreement.

3.7. Custom Code. The Services let you add custom code to Your Sites. Any such custom code will be considered your User Content, and you're solely responsible for such custom code. Please ensure you have sufficient coding knowledge to utilize custom code functionality. Adding code to Your Site is an advanced modification that falls outside the scope of the support offered by Smith Cowell Management Customer Care.

4. Third Party Services And Sites, User Content, Smith Cowell Management Experts and Smith Cowell Management Extensions

If you use or connect another service on or to Smith Cowell Management, follow a link to another site or work with someone you find on or through Smith Cowell Management (such as an expert or Circle member), what happens is between you and them. We're not responsible for it or what either of you do. There's also a lot of content on Smith Cowell Management uploaded by our users (like you). We're not responsible for that either.

4.1. Third Party Services. The Services are integrated with various third party services and applications (collectively, “Third Party Services”) that may make their content, products or services available to you. Examples of Third Party Services include certain domain name registration services, social media platforms, Smith Cowell Management Experts (as defined below), eCommerce Payment Processors (as defined below), extensions listed on Smith Cowell Management Extensions (as defined below) and other integrations or extensions, stock images and email service subscriptions for sale via the Services and other integration partners and service providers. These Third Party Services may have their own terms and policies, and your use of them will be governed by those terms and policies. Any information that a Third Party Service collects, stores and processes from you or Your Sites will be subject to such Third Party Service’s terms of service, privacy notice, or similar terms, and will not be subject to our [Privacy Policy](#) or [Data Processing Addendum](#). Therefore, please evaluate and ensure you trust each Third Party Service prior to connecting Your Site to its services. Each Third Party Service is solely responsible for providing all support, maintenance and technical assistance to you with respect to their services (including their interoperation with Your Sites). When using Third Party Services, your security is your responsibility. We don't control Third Party Services, and we're not liable for Third Party Services or for any transaction you may enter into with them, or for what they do. We may receive a revenue share from Third Party Services that we recommend to you or that you otherwise engage via the Services. You agree that we may, at any time and in our sole discretion, and without any notice to you, suspend, disable access to or remove any Third Party Services. We're not liable for any such suspension, disabling or removal, including without limitation for any loss of profits, revenue, data, goodwill or other intangible losses, or business disruption, costs or expenses you may incur or otherwise experience as a result (except where prohibited by applicable law).

- 4.2. Third Party Sites. The Services may contain links to third party sites. When you access third party sites, you do so at your own risk. We don't control and aren't liable for those sites and what those third parties do.
- 4.3. User Content. The Services or sites, stories, or videos created using the Services may contain User Content: (a) that is offensive or objectionable; (b) that contains errors; (c) that violates intellectual property, trade secret, privacy, publicity or other rights or the good name of you or third parties; (d) that is harmful to your or others' computers or networks; (e) that is unlawful or illegal; or (f) the downloading, copying or use of which is subject to additional terms and policies of third parties or is protected by intellectual property, trade secret, privacy or other laws. By operating the Services, we don't represent or imply that we endorse your or other users' User Content, or that we believe such User Content to be accurate, useful, lawful or non-harmful. We're not a publisher of, and we're not liable for, any User Content uploaded, posted, published or otherwise made available via the Services by you or other users. You're responsible for taking precautions to protect yourself, your Accounts, and your computer or network, from User Content accessed via the Services.
- 4.4. Smith Cowell Management Experts. Certain parts of the Services may provide directories of, and information about, independent third party Smith Cowell Management users, including users designated as Acuity experts (collectively, "Smith Cowell Management Experts") who can help you use the Services. Smith Cowell Management does not employ, is not affiliated with and does not endorse Smith Cowell Management Experts. Smith Cowell Management Experts are a Third Party Service, as defined in Section 4.1.

- 4.5. Squarespace Smith Cowell Management Logo. Smith Cowell Management Logo includes icons obtained from The Noun Project, Inc. (“Noun Project”). Noun Project is a Third Party Service, as defined in Section 4.1, and your use of its icons is subject to Noun Project’s terms.
- 4.6. Smith Cowell Management Extensions. The Services may include an extensions directory which enables you to access and connect certain Third Party Services to Your Sites (such directory and functionality for accessing and connecting, “Smith Cowell Management Extensions”). You decide (not us) to connect, enable or use such Third Party Services. We’re not a party to, and we aren’t liable for, the Third Party Services connected to Your Sites via Smith Cowell Management Extensions or otherwise. In accordance with Section 4.1, the relationship for these Third Party Services is strictly between you and the applicable third party, and your use of such Third Party Services is governed by the applicable third party terms and policies. The inclusion of Third Party Services on Smith Cowell Management Extensions shall not be deemed an endorsement, certification, affiliation, partnership or warranty of the Third Party Services by Smith Cowell Management.

## 5. Our Intellectual Property

Smith Cowell Management is protected by various intellectual property laws. This section summarizes what we own and how we share.

- 5.1. Smith Cowell Management Owns Smith Cowell Management. The Services are, as between you and Smith Cowell Management, owned by Smith Cowell Management, and are protected by copyright, trade secret, trademark and other US and foreign laws. This Agreement doesn't grant you any right,

title or interest in the Services, others' User Content, our trademarks, logos or other brand features or intellectual property or trade secrets or others' content in the Services. You agree not to change, modify, translate or otherwise create derivative works of the Services or others' User Content.

- 5.2. We Can Use Your Feedback For Free. We welcome your feedback, ideas or suggestions (collectively, "Feedback"), but you agree that we may use your Feedback without any restriction or obligation to you, even after this Agreement is terminated. This Section does not limit or affect any rights you may have under applicable data protection laws.
- 5.3. Our Demo Content. We may provide templates or other products featuring demo content, including without limitation text, photos, images, graphics, audio and video (collectively, "Demo Content"), to provide you with ideas or inspiration. Unless we tell you otherwise, Demo Content (or any portion of it) may not remain on Your Site or in Your Videos or be distributed, publicly displayed, publicly performed or otherwise published.
- 5.4. Templates. The Services include social, website or other templates (collectively, "Templates"). The Templates include without limitation Demo Content, designs, layouts, stickers, stamps, overlays, elements and other materials. Smith Cowell Management owns the Templates. You may not use any Template in any way, intentional or otherwise, that competes, as determined by us in our sole discretion, with the Services.
- 5.5. Our Betas Are Still In Beta. We may release products and features that we're still testing and evaluating. Those Services will be marked as beta, preview or early access (or a similar phrasing), and may not be as reliable as our other Services.

## 6. Our Rights

To operate effectively and protect the security and integrity of Smith Cowell Management, we need to maintain control over our services.

6.1. Important Things We Can Do. We reserve these rights, which we may exercise at any time and in our sole discretion, and without liability or notice to you (except where prohibited by applicable law): (a) we may change parts or all of the Services and their functionality; (b) we may suspend or discontinue parts or all of the Services; (c) we may terminate, suspend, restrict or disable your access to or use of parts or all of the Services; (d) we may terminate, suspend, restrict or disable access to your Accounts or parts or all of Your Sites or your User Content; and (e) we may change our eligibility criteria to use the Services (and if such eligibility criteria changes are prohibited by law where you reside, we may revoke your right to use the Services in that jurisdiction).

6.2. Ownership Disputes. Sometimes ownership of an Account, site or other subscription (including domain name registrations) is disputed between parties, such as a business and its employees, or a web designer and a client (each an “Ownership Dispute”). We try not to get involved in these Ownership Disputes. However, we reserve the right, at any time and in our sole discretion, and without notice to you, to determine rightful Account or subscription ownership, and to maintain the status quo or to transfer an Account or subscription. Our decision in that respect is final. If we feel that we can’t reasonably determine the rightful owner, we reserve the right to suspend an Account or subscription until the disputing parties reach a resolution. We also may request documentation, such as a government-issued photo ID, credit card invoice or business license, to help determine the rightful owner. Squarespace uses its reasonable judgement in determining the adequacy,

sufficiency and veracity of documentation you may submit, but reserves the right to give less consideration, if any, to documentation submitted in bad faith, documentation that conflicts or fails to support factual assertions (for example, name mismatches), or documentation submitted under circumstances of a reasonable likelihood of forgery, misrepresentation or other acts of moral turpitude.

6.3. **HTTPS Encryption.** We may offer HTTPS encryption for Your Sites. By registering a custom domain via the Services, or pointing a custom domain to the Services, you authorize us to create and maintain a certificate for the limited purpose of providing HTTPS for Your Sites.

## 7. Privacy

Our [Privacy Policy](#) explains how we collect, use and share your personal information for our own purposes. Be sure to read it carefully, but note it is not part of this Agreement and can change. It is really important that you comply with data protection laws when using the services, such as when you collect others' personal information or use cookies or similar technologies (including those we drop for you at your request, such as for web analytics). Our [Data Processing Addendum](#) explains how we handle, on your instructions, End User Data or others' personal information you collect using the services or any of your User Content which contains others' personal information. Be sure to read that carefully also.

7.1. **Privacy Policy.** By using the Services, you confirm that you have read and understood our [Privacy Policy](#). However, it is not a contractual document and does not form part of this Agreement and we may change it from time to time.

7.2. Data Processing Addendum. Our Data Processing Addendum forms part of this Agreement.

7.3. You Must Comply With Data Protection, Security And Privacy Laws. You agree and warrant that when using the Services or operating Your Sites you are solely responsible for complying with applicable data protection, security or privacy laws and regulations (including, where applicable, the EU General Data Protection Regulation and the EU e-Privacy Directive/Regulation), including any notice and consent requirements. This includes without limitation the collection and processing by you of any End User Data or other personal data, when you use Your Sites and the Services to send marketing and other electronic communications to individuals and when using cookies and similar technologies on Your Sites (including, in particular, those which we place for you at your request as part of the Services, such as to undertake analytics for you).

7.3.1. Privacy Policies. If applicable law requires, you must provide and make available to your End Users on Your Sites a legally compliant privacy policy.

7.3.2. Cookies And Similar Technologies. If applicable law requires, you must provide and make available to your End Users on Your Sites a legally compliant cookie policy. You must capture valid consent, both for you and us, for any cookies or similar technologies used on or through Your Site (including those we drop on your request or with your permission) where required, including, where applicable, by the EU e-Privacy Directive and under national laws implementing the same. Please see our Cookie Policy for more information about use of cookies and similar technologies.

7.3.3. Independently Controlled Data. Squarespace and you are independent data controllers (or similar term under applicable law) with respect to technical browsing information related to your End Users' visits to Your Sites ("Independently Controlled Information"). Such information (which is referred to as Site Usage Information in our [Privacy Policy](#)) includes IP addresses, preferences, web pages visited prior, information about an End User's browser, network or device and information about how an End User interacts with Your Sites. If applicable law requires, your legally compliant privacy policy must disclose Squarespace's use of Independently Controlled Information.

7.4. Industry Specific Compliance. If your use of the Services requires you to comply with industry-specific regulations applicable to such use, such as HIPAA, GLBA or FERPA (each, an "Industry-Specific Regulation"), you will be solely responsible for such compliance, except to the extent Smith Cowell Management has agreed with you in writing otherwise. You are not permitted to use the Services in any way that would subject Smith Cowell Management to an Industry-Specific Regulation without obtaining Smith Cowell Management's prior written agreement. For example, you may not use any Services to collect, use, disclose, protect or otherwise handle "protected health information" (as defined in 45 C.F.R. §160.103) unless your Account for such Services is designated as HIPAA-enabled and you enter into a separate business associate agreement with Squarespace.

7.5. Protect And Improve The Services. You agree that we may protect and improve the Services through analysis of your use of the Services and/or your End Users' use of Your Sites in anonymized, de-personalized and/or aggregated form. If applicable law requires, you must explain this in your privacy

policy. See our [Privacy Policy](#) for more information about how and what we do in this regard.

## 8. Copyright

We comply with copyright law, and respond to complaints about copyright infringement in accordance with this section.

We respect the intellectual property of others and ask that you do too. We respond to notices of alleged copyright infringement if they comply with the law and are reported via the [Copyright Report Form](#). We reserve the right, in our sole discretion and in accordance with applicable law (including the [Digital Millennium Copyright Act of 1998](#)), to delete or disable content alleged to be infringing, and to terminate Accounts for actual, apparent, or repeat infringement without any refunds.

## 9. Paid Services And Fees

Certain Services are paid services. This section explains how we handle payments for those paid services. For certain paid services, such as domain name registrations and site subscriptions, we'll automatically bill you in regular intervals (such as monthly or annually) unless you disable auto-renewal or cancel your subscription. You can do that anytime.

9.1. Fees. You can access certain portions of the Services by submitting a fee payment (such services, "Paid Services"). Paid Services will remain in effect until canceled or terminated in accordance with this Agreement. We'll tell you about fees for Paid Services before charging you. You may cancel Paid

Services at any time via the Services. If you don't pay for Paid Services on time, we reserve the right to suspend or cancel your access to the Paid Services. Our subscription fees will appear on an invoice that we provide via the Services, within your eCommerce Payment Processor account(s) and/or on a mobile app store invoice, unless otherwise indicated. Transaction fees and additional fees may also apply to certain portions of the Services, and we'll tell you about those fees before charging you. Please note that different Paid Services have different fees and payment schedules, and canceling one Paid Service may not cancel all your Paid Services.

- 9.2. Taxes. All fees are exclusive of applicable national, provincial, state, local or other taxes ("Taxes"), unless explicitly stated otherwise. You're responsible for all applicable Taxes, and we'll charge Taxes in addition to the fees for the Services when required to do so. If you're exempt from Taxes, you must provide us with valid tax exemption documentation. We reserve the right to determine if the documentation provided is valid. Tax exemption will, provided we're satisfied it's valid and applicable, only apply from and after the date we receive such documentation. If Smith Cowell Management has a legal obligation to pay or collect indirect Taxes (such as value-added tax or goods and services tax) on the sale to you under the laws of your country (where you are established, have a permanent address or usually reside), you shall be liable for payment of any such indirect Taxes. Where Smith Cowell Management does not have a legal obligation to pay or collect indirect Taxes on a sale of Paid Services to you, you may be required to self-assess those Taxes under the applicable laws of your country (where you are established, have a permanent address or usually reside).
- 9.3. Automatic Subscription Renewals. To ensure uninterrupted service, we'll automatically bill you for certain Paid Services

from the date you submit your initial payment and on each renewal period or amount afterwards until cancellation. Your renewal period will be equal in time or amount to the renewal period of your current subscription. For example, if you're on a monthly subscription plan, each billable renewal period will be for one (1) month. We'll automatically charge you the applicable amount using the payment method you have on file with us and by agreeing to this Agreement, you authorize us to do this. We'll let you know in advance if you're purchasing a Paid Service that includes auto-renewal payments. You can disable auto-renewal at any time via the Services or your mobile app store provider.

- 9.4. Refunds. While you may cancel any Paid Services at any time, you won't be issued a refund except in our sole discretion, or if legally required. Some of the Paid Services offer a free trial so you can try out your subscription. Please note applicable statutory rights of cancellation may not result in a refund, as we do not charge for this trial period.
- 9.5. Fee Changes. We may change our fees at any time. We'll provide you with advance notice of these fee changes via the Services. New fees will not apply retroactively. If you don't agree with the fee changes, you have the right to reject the change by canceling the applicable Paid Service before your next payment date.
- 9.6. Chargebacks. If you contact your bank or credit card company to decline, chargeback or otherwise reverse the charge of any payable fees to us ("Chargeback"), we may automatically terminate your Account. If you have questions about a payment made to us, we encourage you to contact Customer Care before filing a Chargeback. We reserve our right to dispute any Chargeback.

9.7. Our Payment Processors. We use third party payment processors (each, a “Payment Processor”) to bill you through a payment account linked to your Account. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor, in addition to this Agreement. Except for payments made through mobile app stores, our current Payment Processors are Stripe and PayPal. If you use PayPal, your payments are processed by PayPal in accordance with PayPal’s terms of service and privacy policy. In all other circumstances, your payments are processed by Stripe in accordance with Stripe’s terms of service and privacy policy. You agree to pay us, through the applicable Payment Processor, all charges at the prices then in effect for any purchase in accordance with the applicable payment terms. You agree to make payment using the payment method you provide with your Account. We reserve the right to correct, or to instruct our Payment Processor to correct, any errors or mistakes, even if payment has already been requested or received.

9.8. Fees For Third Party Services. Third Party Services purchased via the Services may be subject to different refund or other policies that those Third Party Services determine, and such Third Party Services may be non-refundable. The purchase terms and conditions for such Third Party Services may be displayed during the purchase process, such as through a link to the purchase terms and conditions. It's your responsibility to verify your ability to purchase, cancel or obtain a refund for a Third Party Service. Unless otherwise stated in this Agreement, we don't offer refunds for purchases of Third Party Services.

9.9. Resold Services. Some Paid Services may be purchased via a third party reseller (“Reseller”). If you purchase Paid Services from a Reseller, you acknowledge and agree that: (a) in addition to being subject to this Agreement, such resold Paid Services (“Resold Services”) may also be subject to terms and conditions

by and between you and the Reseller (“Reseller Terms”), except as expressly set forth in this Section; (b) as between you and Smith Cowell Management, this Agreement supersedes any Reseller Terms with respect to any such Resold Services; (c) portions of this Section 9 may not apply to your purchase of Resold Services; (d) certain rights and obligations of a Reseller to provide services directly to you under such Reseller Terms may be assigned by your Reseller to Smith Cowell Management (a "Resold Assignment"); (e) in the event of a Resold Assignment, the Reseller Terms shall cease to apply to your Paid Services and your Resold Services will cease to be Resold Services (but will continue to be Paid Services) and for purposes of clarity will be subject solely to this Agreement; and (f) following a Resold Assignment, you shall, upon Smith Cowell Management’s request, provide all reasonably requested information necessary to continue your subscription for any Paid Services which had previously been Resold Services.

## 10. Services Details & Product Specific Terms

Not all Services are available everywhere. Certain Services are subject to terms set forth in our Product Specific Terms.

10.1. Not all Services are available in all regions/countries. Certain Services (or features or portions thereof) may vary depending on your region/country.

10.2. Our Product Specific Terms apply to your access to and use of certain specific products, features or services available via the Services as specified in our Product Specific Terms. Our Product Specific Terms are incorporated by reference into this Agreement.

### 10.3. Definitions.

“eCommerce Payment Processor” as used herein has the meaning set forth in our Product Specific Terms.

“Your eCommerce” as used herein has the meaning set forth in our Product Specific Terms.

## 11. Term And Termination

Either of us can end this agreement at any time.

This Agreement will remain in effect until terminated by either you or us. You may terminate this Agreement at any time via the Services. We reserve the right to change, suspend or discontinue, or terminate, restrict or disable your use of or access to, parts or all of the Services or their functionality at any time at our sole discretion and without notice. For example, we may suspend or terminate your use of part or all of the Services if you violate these Terms or our Acceptable Use Policy. We will endeavor to provide you reasonable notice upon suspending or terminating part or all of the Services. All sections of this Agreement that by their nature should survive termination shall survive termination, including without limitation the following sections in these Terms and any similar sections or provisions in the rest of this Agreement: Your Content, Our Intellectual Property, Warranty Disclaimers, Limitation of Liability, Indemnification, Dispute Resolution and Additional Terms.

## 12. Warranty Disclaimers

We work hard to make Smith Cowell Management great, but the services are provided as is, without warranties.

12.1. Disclaimers. To the fullest extent permitted by applicable law, Smith Cowell Management makes no warranties, either express or implied, about the Services. The Services are provided “as is” and “as available.” Smith Cowell Management also disclaims any warranties of merchantability, fitness for a particular purpose and non-infringement. No advice or information, whether oral or written, obtained by you from Smith Cowell Management, shall create any warranty. Smith Cowell Management makes no warranty or representation that the Services will: (a) be timely, uninterrupted or error-free; (b) meet your requirements or expectations; or (c) be free from viruses or other harmful components.

12.2. Exceptions. Under certain circumstances, some jurisdictions don't permit the disclaimers in Section 12.1, so they may not apply to you. However, the disclaimers apply to the fullest extent permitted by applicable law. You may have other statutory rights and nothing in this Agreement affects your statutory rights or rights under mandatory laws. The duration of statutorily required warranties, if any, shall be limited to the fullest extent permitted by applicable law.

### 13. Limitation Of Liability

If something bad happens as a result of your using Smith Cowell Management, our liability is capped.

Unless you are an EU Consumer, you acknowledge and agree that to the fullest extent permitted by applicable law, in no event will Smith Cowell Management and its affiliates and its and their directors,

officers, employees and agents be liable with respect to any claims arising out of or related to the Services or this Agreement for: (a) any indirect, special, incidental, exemplary, punitive or consequential damages; (b) any loss of profits, revenue, data, goodwill or other intangible losses; (c) any Losses (as defined below) related to your access to, use of or inability to access or use parts, some or all of your Account, Your Sites or parts or all of the Services, including without limitation interruption of use or cessation or modification of any aspect of the Services; (d) any Losses related to unavailability, degradation, loss, corruption, theft, unauthorized access or, unauthorized alteration of, any content, information or data, including without limitation User Content and Your eCommerce data; (e) any User Content or other conduct or content of any user, End User or other third party using the Services, including without limitation defamatory, offensive or unlawful conduct or content; or (f) any Third Party Services or third party sites accessed via the Services. If you are an EU Consumer, we shall, despite any other provision in this Agreement, provide the Services with reasonable care but will not be liable for any losses which were not a reasonably foreseeable consequence of our breach of this Agreement (except in relation to death or personal injury resulting from our negligence or fraud). These limitations apply to any theory of liability, whether based on warranty, contract, tort, negligence, strict liability or any other legal theory, whether or not Smith Cowell Management has been informed of the possibility of such damage, and even if a remedy set forth in this Agreement is found to have failed its essential purpose. To the fullest extent permitted by applicable law (whether or not you are an EU Consumer), in no event shall the aggregate liability of Smith Cowell Management for all claims arising out of or related to the Services and this Agreement exceed the greater of twenty US dollars (\$20) or the amounts paid by you to Smith Cowell Management in the twelve (12) months immediately preceding the event that gave rise to such claim. If you are an EU Consumer, Smith Cowell Management is liable under statutory provisions for intent and gross negligence by us, our legal representatives, directors or other vicarious agents. An "EU Consumer" means a natural person acting for purposes outside their

trade, business, craft or profession (as opposed to a User for business or commercial purposes) habitually residing in the European Economic Area or the United Kingdom.

#### 14. Indemnification

If you do something that gets us sued, you'll cover us.

To the fullest extent permitted by law, you agree to indemnify and hold harmless Smith Cowell Management and its affiliates and its and their directors, officers, employees and agents from and against all damages, losses, liabilities, costs, claims, demands, fines, awards and expenses of any kind (including without limitation reasonable attorneys' fees and costs) (collectively, "Losses") arising out of or related to: (a) your breach of this Agreement; (b) your User Content (including your End User Data), Your Sites and Your eCommerce; (c) any claims by, on behalf of or against your End Users; (d) your violation of any law or regulation or the rights or good name of any third party; and (e) any claims from tax authorities in any country in relation to Your eCommerce operations, including without limitation your sales to individual consumers (including distance sales) and other operations for which Smith Cowell Management may be held jointly and severally liable. Your indemnification obligations under this Section shall not apply to the extent directly caused by our breach of this Agreement or, where you are an EU Consumer, to the extent that the consequences were not reasonably foreseeable.

#### 15. Dispute Resolution

This section sets forth the ways in which you and Smith Cowell Management agree to resolve disputes. Before filing a claim, each

party agrees to try to work it out informally through informal dispute resolution first. If we cannot resolve the dispute informally, all formal disputes must be resolved through arbitration as set forth in this section, unless you opt out of arbitration. Finally, whether resolved through arbitration or in court, claims can only be brought individually, and not as part of a class or representative action.

15.1. Applicability. This Section 15 applies to: (a) US Users; (b) Non-US Users who are not EU Consumers who bring a claim against Smith Cowell Management in the US; or (c) EU Consumers who bring any claim against Smith Cowell Management in the US.

15.2. Informal Dispute Resolution. Before filing any claim, you and Smith Cowell Management each agree to try to resolve the dispute (“Dispute”) informally through the informal dispute resolution (“IDR”) process set forth in this Section.

15.2.1. The party initiating an IDR must first send a written description of the Dispute to the other party (“Notice of Dispute”) containing: (a) the email address(es) associated with your relationship with Smith Cowell Management; (b) your name; (c) a description of the nature or basis of the claim or Dispute with sufficient detail for the other party to assess its merits; and (d) the specific relief sought. For any IDR that you initiate, you agree to send the Notice of Dispute to Smith Cowell Management at [info@smithcowell.management](mailto:info@smithcowell.management). For any IDR that Smith Cowell Management initiates, we will send our Notice of Dispute to the email address you use for your Account. The Notice of Dispute and each IDR must be initiated and proceed on an individual basis.

15.2.2. You and Smith Cowell Management agree, following receipt of the Notice of Dispute, to negotiate in good faith and try to resolve the Dispute through an informal telephonic dispute

resolution conference (“IDR Conference”). Such IDR Conferences shall be individualized such that a separate conference must be held each time either party intends to commence individual arbitration; multiple individuals initiating claims cannot participate in the same IDR Conference. If either party is represented by counsel, such party’s counsel may participate in the IDR Conference, but each party must also appear at and participate in the conference, unless otherwise agreed to in writing in advance by the other party.

15.2.3. If the Dispute is not fully resolved within sixty (60) days after the non-initiating party receives the Notice of Dispute, you and Smith Cowell Management agree to resolve any remaining aspects of the Dispute after such sixty (60)-day period through the additional dispute resolution provisions set forth below.

15.2.4. The parties agree that any applicable statute of limitations period and filing fees or other deadlines will be tolled during the IDR process set forth in this Section. The parties further agree that whether a complaining party has satisfied the requirements of the IDR process set forth in this Section, including without limitation whether a Notice of Dispute contains all required information, is an issue that can be decided by a court as a prerequisite to arbitration. Compliance with the IDR process set forth in this Section is a condition precedent to commencing arbitration pursuant to the Arbitration Agreement (defined below).

### 15.3. Arbitration Agreement.

15.3.1. Unless you opt out during the Opt-Out Period in accordance with Section 15.4, you and Smith Cowell Management

agree to resolve any claims, disputes and matters arising out of or in connection with this Agreement (including without limitation its existence, formation, operation and termination) and/or the Services (including without limitation non-contractual disputes and matters) through final and binding arbitration and you and Smith Cowell Management expressly waive the right to formal court proceedings (including without limitation trial by jury), except to the extent set forth in this Section. Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit, and other rights that you and we would have in court may not be available in arbitration. There is no judge or jury in arbitration, only an experienced, independent third party that will act as the arbitrator, and court review of an arbitration award is limited. Sections 15.3, 15.4, 15.5, 15.6, 15.7 and 15.10 are hereinafter referred to as this "Arbitration Agreement."

15.3.2. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator further has the right to impose sanctions, in accordance with the Arbitration Provider Rules (as defined below), including for: (a) any frivolous claims or submissions the arbitrator determines have not been filed in good faith; or (b) a party's failure to comply with this Section 15. For avoidance of doubt, the right to impose sanctions includes the right to shift arbitration fees if permitted by the Arbitration Provider Rules.

15.3.3. Any arbitration demand or counterclaim asserted by either party must contain sufficient information to provide fair notice to the other party of the asserting party's identity, the claims being asserted and the factual allegations on which those claims are based, and must include proof that the claimant is party to these Terms. The arbitrator may

require amendment of any demand or counterclaim that does not satisfy these requirements. The arbitrator has the right to impose sanctions for any claims the arbitrator determines to be frivolous or improper (under the standard set forth in Federal Rule of Civil Procedure 11 and any similar standards in other jurisdictions), including for any claim filed on behalf of a claimant who is not a party to these Terms.

15.4. Arbitration Opt Out. You can decline (also referred to as ‘opt out’) this Arbitration Agreement by emailing us at [info@smithcowell.management](mailto:info@smithcowell.management) within thirty (30) days of the date that you first agree to this Agreement (the “Initial Opt-Out Period”) or within thirty (30) days of the date of the most recent changes to this Arbitration Agreement (each, a “Subsequent Opt-Out Period”), whichever is later. For the avoidance of doubt: (a) if you validly opt out pursuant to the immediately foregoing sentence, your opt out will be effective for any and all subsequent updates to this Arbitration Agreement; and (b) if you validly opt out pursuant to any Subsequent Opt-Out Period, then the version of the Arbitration Agreement prior to the change associated with your opt out will continue to govern any and all disputes between you and Smith Cowell Management. Your email must be sent from the email address you use for your Account (or expressly identify the email address of the Account for which you’re opting out), and must include your full name, address and a clear statement that you want to opt out of arbitration. If you opt out of this Arbitration Agreement pursuant to this Section 15.4, then Sections 15.3, 15.5, 15.6 and 15.7 of these Terms do not apply. This opt-out doesn’t affect any other sections of the Terms, including without limitation Sections 15.9 (Time for Filing), 15.10 (Class Action Waiver) and 16.2 (Controlling Law; Judicial Forum for Disputes). You agree that, if this Agreement is ever modified (in accordance with Section 16.5) to remove this Arbitration Agreement (thereby, restoring

the right to proceed in court), then no opt out from that change will be required. Failure to opt out of this Arbitration Agreement in accordance with this Section shall constitute acceptance of this Arbitration Agreement. If you have any questions about this opt out provision, please contact [info@smithcowell.management](mailto:info@smithcowell.management).

15.5. Arbitration Time For Filing. Any arbitration must be commenced by filing a demand for arbitration within one (1) year after the date the party asserting the claim first knows or reasonably should know of the act, omission or default giving rise to the claim. If applicable law prohibits a one (1) year limitation period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law.

#### 15.6. Arbitration Procedures.

15.6.1. The arbitration will be administered, depending on whether you're a US User, Non-US User or EU Consumer (as further set forth in this Section 15.6), by either National Arbitration and Mediation ("NAM") or the London Court of International Arbitration ("LCIA"), and in each case resolved before a single arbitrator. "Arbitration Provider" shall mean NAM and LCIA. If the applicable Arbitration Provider is not available to arbitrate, the parties will mutually agree on an alternative arbitration provider. Except as modified by this Section 15, the applicable Arbitration Provider will administer the arbitration in accordance with its dispute resolution rules and procedures in effect at the time any demand for arbitration is filed (collectively, "Arbitration Provider Rules"), including without limitation those rules and procedures relating to mass arbitration filings, but excluding any rules or procedures governing or permitting class or representative actions. Each party is responsible for its own attorneys'

fees, except to the extent otherwise provided by the Arbitration Provider Rules, the arbitrator and/or applicable law. The arbitrator must follow this Agreement and can award the same damages and relief as a court (including without limitation reasonable attorneys' fees and costs), except that the arbitrator may not award declaratory or injunctive relief benefiting anyone but the parties to the arbitration. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. "Arbitrator" as used in this Section 15 shall be understood to include the Arbitration Provider.

15.6.2. Subject to the Arbitration Provider Rules, the parties agree that the arbitrator may allow the filing of dispositive motions if such filing may efficiently resolve or narrow issues in dispute.

15.6.3. Location of Arbitration.

15.6.3.1. US Users. If you are a US User, you and Smith Cowell Management agree that: (a) this Agreement affects interstate commerce, so the US Federal Arbitration Act and federal arbitration law apply and govern the interpretation and enforcement of this Section 15 (despite Section 16.2 below); and (b) any arbitration hearings shall occur in the County where you reside (or if no NAM arbitrator is available in that County, then at the closest NAM arbitration location available in the state where you reside), be administered by NAM in English, and be settled by one (1) commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of NAM arbitrators in accordance with the NAM Rules (as defined below).

Certain states require such state's substantive law govern in an arbitration (for example, without limitation, California), and notwithstanding anything in this Agreement to the contrary, if you reside in such a state, you may elect to arbitrate controversies arising in your state under your state's substantive laws instead of the applicable controlling law set forth in Section 16.2.1; for the avoidance of doubt, if you so elect, all other provisions of this Agreement shall continue to apply.

15.6.3.2. Non-US Users. Except to the extent you are an EU Consumer who brings a claim against Squarespace in the US, if you are a Non-US User, you and Squarespace agree that any arbitration hearings shall occur in Dublin, Ireland, be administered by LCIA in English, and be settled by one (1) commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected in accordance with the LCIA Rules (as defined below).

15.6.3.3. EU Consumers Who Bring A Claim In The US. If you are an EU Consumer who brings a claim against Smith Cowell Management in the US, you and Squarespace agree that any arbitration hearings shall occur in New York, New York, be administered by NAM in English, and be settled by one (1) commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of NAM arbitrators in accordance with NAM Rules (as defined below).

15.6.4. Arbitration Provider Rules. Without limiting the generality of the foregoing: (a) the applicable Arbitration Provider Rules for NAM include NAM's Comprehensive Dispute Resolution Rules and Procedures and the Mass Filing Dispute Resolution Rules and Procedures ("NAM Rules"); and (b) the applicable Arbitration Provider Rules for LCIA include the LCIA Arbitration Rules ("LCIA Rules"). The NAM Rules are available at [www.namadr.com](http://www.namadr.com) or by emailing National Arbitration and Mediation's Commercial Dept. at [commercial@namadr.com](mailto:commercial@namadr.com). The LCIA Rules are available at [www.lcia.org](http://www.lcia.org) or by emailing General Enquiries at [enquiries@lcia.org](mailto:enquiries@lcia.org).

15.6.5. Severability of Claims. If there is a final judicial determination that precludes enforcement of this Section 15's limitations as to a particular claim, remedy, or request for relief, then such claim, remedy, or relief (and only such claim, remedy, or relief) must be severed from the arbitration and may be sought in court. The parties agree, however, that any adjudication of any remaining claims, remedies, or relief not subject to arbitration shall be stayed pending the outcome of any arbitrable claims and remedies. This Section 15.6.5 does not prevent you or Squarespace from participating in a class-wide settlement of claims.

15.7. Arbitration Fees. The Arbitration Provider Rules will govern payment of all arbitration fees. The parties agree that the Arbitration Provider has discretion where it deems appropriate to reduce the amount or modify the timing of any administrative or arbitration fees due under the applicable Arbitration Provider Rules, provided that such modification does not increase the costs to you, and you further agree that you waive any objection to such fee modification. The parties also agree that a good faith challenge by either party to the fees imposed by the Arbitration Provider does not constitute a default, waiver, or breach of this

Section 15 while such challenge remains pending before an arbitrator and/or a court of competent jurisdiction, and that any and all due dates for those fees shall be tolled during the pendency of such challenge.

15.8. Exceptions To Arbitration Agreement. Notwithstanding anything in this Agreement, either you or Smith Cowell Management may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services, or intellectual property infringement or misappropriation (for example, trademark, trade secret, copyright or patent rights) without first engaging in arbitration or the IDR process described above. Either party may elect to have any claim, dispute or matter regarding whether a complaining party has satisfied the IDR process set forth in Section 15.2 resolved by a court as a precursor to arbitration. Seeking such relief does not constitute a default, waiver or breach of this Section 15 (including any rights in this Section 15), and any filed arbitrations related to any action filed pursuant to this paragraph shall automatically be stayed (and any applicable statute of limitations tolled) pending the outcome of such action.

15.8.1. US Users. If you are a US User, either you or Smith Cowell Management may assert claims, if they qualify, in small claims court in New York, New York or any US county where you reside or work.

15.8.2. Non-US Users. Except to the extent you are an EU Consumer who brings a claim against Smith Cowell Management in the US, if you are a Non-US User, either you or Smith Cowell Management may assert claims, if they qualify, in small claims court in Dublin, Ireland or any county in Ireland where you reside or work.

15.8.3. EU Consumers. If you are an EU Consumer who brings a claim against Smith Cowell Management in the US, such claims must be asserted, if they qualify, in small claims court in New York, New York.

15.9. Time For Filing. Any claim not subject to arbitration must be commenced within one (1) year after the date the party asserting the claim first knows or reasonably should know of the act, omission or default giving rise to the claim. If applicable law prohibits a one (1) year limitation period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law.

15.10. CLASS ACTION WAIVER. You and Smith Cowell Management acknowledge and agree that, to the fullest extent permitted by applicable law: (a) any legal proceeding (whether arbitration or court action) shall be conducted in an individual capacity only and not as a class or other representative action; and (b) the adjudicator (including as applicable, the arbitrator, judge or magistrate) may award relief only in favor of the individual party seeking relief and only to the extent necessary to resolve an individual party's claim. Notwithstanding this acknowledgement and agreement, you agree that any arbitrations initiated under the Arbitration Agreement may proceed on a consolidated basis if Smith Cowell Management provides its consent to such consolidation in writing.

## 16. Additional Terms

This section includes some additional important terms. For instance, this Agreement is the whole agreement between us regarding your use of Smith Cowell Management. Depending on where you reside or have your place of business, this Agreement is governed by either US

or Irish law. If we ever change it in a way that meaningfully reduces your rights, we'll give you notice and an opportunity to cancel. Also, if you're reading this in a language other than English, note that the English language version controls.

16.1. Entire Agreement. This Agreement constitutes the entire agreement between you and Smith Cowell Management regarding the subject matter of this Agreement, and supersedes and replaces any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of this Agreement. You agree that you have not relied upon, and have no remedies in respect of, any term, condition, statement, warranty or representation except those expressly set out in this Agreement. You may also be subject to additional terms, policies or agreements that may apply when you use other services, including Third Party Services. This Agreement creates no third party beneficiary rights, and no third party shall have any right or standing to claim benefit or bring an action to enforce this Agreement (except otherwise agreed upon in additional terms between you and a Smith Cowell Management group company that sets forth such Smith Cowell Management group company's third party beneficiary rights to enforce this Agreement).

16.2. Controlling Law; Judicial Forum For Disputes.

16.2.1. US Users. If you are a US User, this Agreement (including its existence, formation, operation and termination) and the Services as well as all disputes and matters arising out of or in connection with this Agreement and the Services (including non-contractual disputes and matters) shall be governed in all respects by the laws of the State of New York, without regard to its conflict of law provisions, except that the Federal Arbitration Act ("FAA") shall prevail to the extent that there exists any conflict between the

FAA and the laws of the State of New York with respect to Section 15. If Section 15 is found not to apply to you or your claim or if you opt out of arbitration pursuant to Section 15.4, you and Smith Cowell Management agree that any judicial proceeding (other than small claims actions) arising out of or in connection with this Agreement (including its existence, formation, operation and termination) and/or the Services (including non-contractual disputes and matters) must be brought exclusively in the federal or state courts of New York, New York, and you and Smith Cowell Management consent to venue and personal jurisdiction in such courts.

16.2.2. Non-US Users. If you are a Non-US User, this Agreement (including its existence, formation, operation and termination) and the Services as well as all disputes and matters arising out of or in connection with this Agreement and the Services (including non-contractual disputes and matters) shall be governed in all respects by the laws of Ireland, without regard to its conflict of law provisions. If you are an EU Consumer, this Section does not limit or affect any rights you may have under any mandatory laws of the country where you habitually reside. If Section 15 is found not to apply to you or your claim, or if you opt out of arbitration pursuant to Section 15.4, you and Smith Cowell Management agree that, except where Section 16.2.3 applies, any judicial proceeding (other than small claims actions) arising out of or in connection with this Agreement (including its existence, formation, operation and termination) and/or the Services (including non-contractual disputes and matters) must be brought exclusively in the courts of Ireland and you and Smith Cowell Management consent to venue and personal jurisdiction in such courts.

- 16.2.3. EU Consumers. If you are an EU Consumer, as long as Section 15 does not apply to you or your claim, you and Smith Cowell Management agree that any judicial proceeding arising out of or in connection with this Agreement (including its existence, formation, operation and termination) and/or the Services (including non-contractual disputes and matters) may only be brought in a court located in Ireland or a court with jurisdiction in your place of habitual residence. If you are an EU Consumer and Smith Cowell Management wishes to enforce any of its rights against you as a consumer, we may do so only in the courts of the jurisdiction in which you habitually reside.
- 16.3. EU Online Dispute Resolution. If you are an EU Consumer, you can access the European Commission's online dispute resolution platform [here](#). Please note that Smith Cowell Management Ireland is not committed nor obliged to use an alternative dispute resolution entity to resolve disputes with you.
- 16.4. Waiver, Severability And Assignment. Our failure or delay to enforce any provision of this Agreement is not a waiver of our right to do so later. If any provision of this Agreement is found unenforceable, the remaining provisions will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not delegate, transfer or assign this Agreement or any of your rights or obligations hereunder without our prior written agreement, and any such attempt will be of no effect. We may delegate, transfer or assign this Agreement or some or all of our rights and obligations hereunder, in our sole discretion, to any of our affiliates or subsidiaries or to any purchaser of any of our business or assets associated with the Services, with thirty (30) days prior written notice. If you are an EU Consumer, we will ensure that the delegation, transfer or assignment does not adversely affect your rights under this Agreement.

16.5. Modifications. We may modify this Agreement from time to time, and will post the most current version on our site. If a modification meaningfully reduces your rights, we'll notify you (by, for example, sending you an email or displaying a prominent notice within the Services). The notice may designate a reasonable period after which the new terms will take effect. Modifications will not apply retroactively. For avoidance of doubt, claims or disputes brought under this Agreement will be resolved according to Section 15 (Dispute Resolution) in effect at the time the claim or dispute is filed. By continuing to use or access the Services after any modifications come into effect, you agree to be bound by the modified Agreement and price changes. If you disagree with our changes, then you must stop using the Services and cancel all Paid Services.

16.6. Events Beyond Our Control. We are not in breach of this Agreement or liable to you if there is any total or partial failure of performance of the Services resulting from any act, circumstance, event or matter beyond our reasonable control. This may include where such results from any act of God, fire, act of government or state or regulation, war, civil commotion, terrorism, pandemic, insurrection, inability to communicate with third parties for whatever reason, failure of any computer dealing or necessary system, failure or delay in transmission of communications, failure of any internet service provider, strike, industrial action or lock-out or any other reason beyond our reasonable control.

16.7. Translation. This Agreement was originally written in English. We may translate this Agreement into other languages. In the event of a conflict between a translated version and the English version, the English version will control except where prohibited by applicable law.