

Terms of Use

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18. **General Terms.**

- 18.1. **No Assignment.** These Terms and any rights or licenses granted to you herein are personal to you, and may not be assigned prior to obtaining our written consent. We may freely assign these Terms.

- 18.2. Arbitration. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND INCLUDES A WAIVER OF A TRIAL BY JURY IN A COURT AND OF THE ABILITY TO BRING A CLAIM ON BEHALF OF OTHERS. Any disputes or claims arising from the use of the Websites, these Terms, the Privacy Policy, purchases made through the Websites, or any services, content, features, functionality, or items made available through the Websites, including disputes arising from or concerning the interpretation, violation, invalidity, non-performance, or termination of any agreement between us, will be resolved by binding arbitration under the Federal Arbitration Act, federal arbitration law and rules, and Washington state law. To the fullest extent permitted by law: (i) no arbitration under these Terms shall be joined to any other arbitration; (ii) no class arbitration proceedings will be permitted; (iii) no finding or stipulation of fact in any other arbitration, judicial, or similar proceeding may be given preclusive or collateral estoppel effect in any arbitration hereunder (unless determined in another proceeding between you and us); and (iv) no conclusion of law in any other arbitration may be given any weight in any arbitration hereunder (unless determined in another proceeding between you and us). Both parties will be responsible for their respective arbitration fees.
- 18.3. Governing Law and Jurisdiction. These Terms are governed by and construed in accordance with the Federal Arbitration Act, federal arbitration law, and the laws of the state of Washington without giving effect to any choice or conflict of law provision or rule. Notwithstanding the foregoing, we retain the right to bring any suit, action, or proceeding against you for breach of these Terms in your jurisdiction of residence or any other relevant jurisdiction.
- 18.4. Injunctive Relief. You agree that we may bring suit in any court of competent jurisdiction in order to enjoin infringement or other misuse of our or our affiliates or licensors' intellectual property rights.
- 18.5. 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 WEBSITES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED (if applicable law prohibits a one (1) year limitation period for asserting claims, the claim must be asserted within the shortest time period in excess of one (1) year that is permitted by applicable law).
- 18.6. Waiver and Severability. No waiver by us of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by us to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect. To be effective, any waiver by us of any term or condition set forth in these Terms must be in a writing signed by our authorized representative.
- 18.7. Notices, Questions or Concerns.
All notices should be sent to:

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Seattle, WA 98108

All comments, requests for technical support, and other communications relating to the Websites should be directed to: support@henrybuilt.com.