

## **Terms and Conditions**

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## **Indemnification**

To the fullest extent permitted by applicable law, you agree to defend, indemnify and hold harmless Us and our subsidiaries and affiliates, and our respective officers, directors, agents, partners, members, employees, independent contractors, service providers and consultants ("Our Related Parties"), from and against any claims, damages, costs, liabilities and expenses (collectively, "Claims") arising out of or related to (a) your access to and use or misuse of this Site; (b) any User Content you post, upload, use, distribute, store or otherwise transmit on or through this Site; (c) any Feedback that you provide; (d) your violation of these Terms; and (e) your violation of any rights of another. You agree to promptly notify Us of any third party Claims, cooperate with Us in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including but not limited to attorneys' fees). You further agree that the We shall have the right to control of the defense or settlement of any third party Claims.

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## **Remedies**

You agree that our remedy at law for any actual or threatened breach of these Terms would be inadequate and that we shall be entitled to specific performance or injunctive relief, or both, in addition to any damages that we may be legally entitled to recover, together with reasonable expenses of any form of dispute resolution, including, without limitation, attorneys' fees. No right or remedy of ours shall be exclusive of any other, whether at law or in equity, including without

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### **Modifications to Site**

We reserve the right to modify or discontinue, temporarily or permanently, this Site or any features or portions thereof without prior notice.

### **Severability**

If any these provisions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed several and shall not affect the validity and enforceability of any remaining provision.

### **No Third-Party Beneficiaries**

These Terms are for the benefit of, and will be enforceable by, the parties only. These Terms are not intended to confer any right or benefit on any third party or to create any obligations or liability of a party to any such third party.

### **Miscellaneous**

No agency, partnership, joint venture, or employment relationship is created as a result of these Terms, and you do not have any authority of any kind to bind Us in any respect whatsoever. We may provide you with notices, including those regarding changes to these Terms, by email, regular mail, or postings on this Site. These Terms, which shall be deemed accepted by you upon your use of the Site, constitute the entire agreement among you and Us regarding use of this Site. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of the enforcement of such right or provision. If any provision of these Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and enforceable. These Terms are not assignable, transferable or sublicensable by you, except with our prior written consent. These Terms include and incorporate by reference Our Privacy Policy, which can be found at <http://escaperoombox.staging.wpengine.com/wp-content/uploads/2018/05/Escape-Tactics-LLC-Privacy-Policy.pdf> , and any notices regarding the Site.

### **Questions**

Questions regarding these Terms, Our Privacy Policy, or other policy related material can be directed to our support staff by emailing us at: [meow@theescaperoombox.com](mailto:meow@theescaperoombox.com).