

TOOLS OF ENERGY PROTECTION

TERMS OF USE

The Effective Date of these Terms of Use ("TOU") is February 20, 2023.

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By accessing or using this Site, you agree to these TOU which constitute a legally binding contract between you and us. If you do not agree with these TOU, you should not register as a member on the Site and should leave the Site immediately.

Please also carefully review this Site's [Privacy Policy](#) which governs the collection and use of information about you when you visit or become a member of the Site.

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Subject to your strict compliance with these TOU, Healing Hands Network, LLC., grants you a limited, personal, non-exclusive, non-commercial, revocable, non-assignable and non-transferable license to download, view, display, use and/or play a single copy of the Materials (excluding source and object code) for your personal, non-commercial use only, provided that: (a) you keep intact all trademark, copyright and other proprietary notices contained in the Materials or any copy you may make of the Materials; (b) you do not use the Materials in a manner that suggests an association with any of our products, services or brands; (c) you make no modifications to the Materials; (d) you do not allow or aid or abet any third party (whether or not for your benefit): (i) to copy or adapt the source or object code of any of the Site's software, HTML, JavaScript or other code; or (ii) reverse engineer, decompile, reverse assemble, modify or attempt to discover any source code that the Site uses to generate its web pages or any software or other products or processes accessible through the Site; and (e) you do not insert any code or product to manipulate the Materials in any way that affects any user's experience. You also agree that you will not: (a) use any robot, spider, rover, scraper, or any other data mining technology or automatic or manual process to monitor, cache, frame, mask, extract data from, copy or distribute the Materials (except as may be a result of standard search engine or activity or your use of a standard internet browser), nor will you (b) modify, frame, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate to any third party or on any third-party web site, or otherwise use the Materials in any way for any public or commercial purpose except as specifically permitted by these TOU or Healing Hands Network, LLC.

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We make every effort to display as accurately as possible the colors, features, specifications, and details of the products (services, classes, workshops) available on the Site. However, we do not guarantee that the colors, features, specifications, and details of the products will be accurate, complete, reliable, current, or free of other errors, and your electronic display may not accurately reflect the actual colors and details of the products. All products are subject to availability, and we

cannot guarantee that items will be in stock. We reserve the right to discontinue any products at any time for any reason. Prices for all products are subject to change.

PURCHASES AND PAYMENT

We accept the following forms of payment:

- American Express
- Mastercard
- Visa
- Discover
- PayPal

You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Site. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time.

You agree to pay all charges at the prices then in effect for your purchases and any applicable shipping fees, and you authorize us to charge your chosen payment provider for any such amounts upon placing your order. If your order is subject to recurring charges, then you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until such time as you cancel the applicable order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

We reserve the right to refuse any order placed through the Site. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

3.INFORMATION/CONTENT YOU SUBMIT

The Site may provide you and others with the opportunity to participate in forums, blogs, message boards, social networking, social communities and other communication functionality and may provide you with the opportunity, through such features or otherwise, to submit, post, display, transmit, perform, publish, distribute or broadcast content and materials (collectively, "User Content") to the Site and other third parties.

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4. ACCEPTABLE USE POLICY: COMMUNITY RULES

As a participant on the Site, you become a member of the Toolsofenergyprotection.com community and you agree that these community rules ("Community Rules") are here to help you understand the conduct that is expected when you participate on the Site. Your participation in the Community is subject to all the TOU, including these Community Rules. Please follow these Community Rules when participating on the Site, including, without limitation, when you upload any User Content, send messages or other materials to other users, or participate in discussions or any third party platforms created for user communication such as telegram, on the Site:

User Content must be yours. All User Content must be original with you, not copied from someone else's work, and you must have the right to upload, distribute or embed (as applicable) the User Content on the Site and elsewhere. You may choose to upload pictures of yourself in your Profile. Users must refrain from uploading, posting or distributing third party materials. If you choose to upload photos, videos or other content that features another person, do so with that person's express permission to submit it.

User content will be free from nudity, hateful language, spam, and irrelevant photos. User Content should not contain any visible logos, phrases or trademarks or other third party materials. Do not use any User Content that belongs to other people and pass it off as your own. This includes any content that you might have found elsewhere on the Internet. Your User Content may not contain any music unless the work and performance is original with you and/or you have all rights to the musical work (including any performances).

Please follow codes of social decency. Express yourself with non-offensive individual self-expression. Be respectful of others' opinions and comments so we can continue to build a community for everyone to enjoy. If you think your User Content might offend someone, chances are it probably will and doesn't belong in the Community. Cursing, flaming, harassing, stalking, posting insulting comments, personal attacks, gossip or similar actions are prohibited. Your User Content may not threaten, abuse or harm others. Your User Content may not include any negative comments that are connected to race, national origin, religion, gender, sexual orientation or physical handicap or that are defamatory, slanderous, indecent, obscene, pornographic or sexually explicit. Use of Community for commercial purposes is prohibited. You may not use your User Content to raise money for anyone, for commercial purposes or for a pyramid or other multi-tiered marketing scheme.

Social platforms used by Toolsofenergyprotection.com are considered public forum and User content including, including, without limitation, your photograph, username, bio and interests that you post on the Community will be accessible and viewable by anyone on the Internet, including those who have not registered as Community members. Think carefully about the information you choose to post.

5.MEMBERSHIP & REGISTRATION

In order to participate actively on the Site, you will have to become a registered member or authenticate your account with a third party, such as Facebook or Twitter, and create a unique personal profile ("Profile"). When you become a registered member of the Site, you agree only to provide true, accurate, current and complete registration information and, if such information changes, you will promptly update the relevant registration information, including on your Profile. If you register with us, you agree to accept responsibility for all activities that occur under your account, if any. You are responsible for maintaining the confidentiality of your password, if any, and for restricting access to your computer (or other Internet access device, as applicable) so that others may not access the password protected portion of the Site using your username in whole or in part. Tools of Energy Protection reserves the right to terminate your account or otherwise deny you access in its sole discretion without notice and without liability. You agree to notify us immediately of any breach of security or unauthorized use of your account. Your Profile may not include any form of prohibited User Content, as outlined above in the Community Rules or elsewhere on the Site. Despite this prohibition, information, materials, products or services provided by other users (for instance, in their Profiles) may, in whole or in part, be unauthorized, impermissible or otherwise violate these TOU, and we assume no responsibility or liability for this material. We do not review Profiles to determine if an appropriate party created them, and we are not responsible for any unauthorized Profiles that may appear on the Site.

6.WIDGETS AND MOBILE SERVICES

a. The Site may provide certain Materials that you may choose to include on your personal web page, third party web site or social networking site ("Personal Page") by pasting the HTML or other code provided by us and labeled as an embed code (or similar identifying label) (a "Widget") into your Personal Page. For any Widgets that we make available on the Site, we grant you a revocable permission, subject to the restrictions in these TOU, to include the Widget as provided by us (without editing) for inclusion only on your Personal Page and only on a site that: (i) permits you to post the Widget there; and (ii) does not have terms of use or other conditions that purport to give that site operator any interest or right in or to our Widget or Materials other than to obtain a limited, terminable right to host the Widget and permit its normal operation. Your use of the Widget may display our trademarks or trademarks and content licensed by us and contained on the Widget or Materials made available via the Widget, but we control the use thereof and all goodwill associated with such use inures exclusively to us. You agree that you will not embed or otherwise make available a Widget on a web page or other location in violation of the prior sentence or that contains content that is distasteful, unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable (in our sole opinion). As described below in the "Disclaimer of Warranties" section, we make no specific warranties about Widgets and we may discontinue providing the services necessary for the Widgets to operate at any time for any reason without any liability to you. In addition, we may disable Widgets that you include on your Personal Page(s) if you violate these TOU (as determined by us in our sole discretion), or for any or no reason, without any liability to you. You agree that our permission to you to use Widgets on your Personal Page does not provide you (or any third party) with any intellectual property rights, including copyrights, in or to the Widget or the Materials made available via any Widget. You agree not to make any commercial use of any Widget or the Materials made available in a Widget, in whole or in part,

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- b. **MOBILE SERVICES** We currently provide our mobile services without charge, but please be aware that your carrier's normal rates and fees, such as text messaging fees and data charges, will still apply.

7.YOUR WARRANTIES

You represent and warrant that: (i) all information you provide to Toolsofenergyprotection.com is accurate and complete; and (ii) you hold and will continue to hold all rights necessary to enter into and perform your obligations under these TOU. You also agree that you will be responsible for obtaining and maintaining all Internet access services, computer hardware and other equipment needed for access to and use of the Site and you will be responsible for all charges related thereto.

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We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Marketplace Offerings without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site or the Marketplace Offerings.

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The Site may contain links to products or services that you can purchase from third party merchants or from members of the Toolsofenergyprotection.com community. You agree that toolsofenergyprotection.com's and said seller's sole and exclusive maximum liability arising from any product sold via access to the Site shall be the price of the product ordered.

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In the event a product is listed at an incorrect price or with incorrect information, the merchant offering such product shall have the right to refuse or cancel any orders placed for the product listed at the incorrect price. Said merchant shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged.

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9.USER INTERACTIONS AND DISPUTES You are solely responsible for your interaction with other users of the Site, whether online or offline. We are not responsible or liable for the conduct of any user. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment in your interactions with others and in all other online activities.

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You may not use the Site for any purpose or in any manner that infringes the rights of any third party. toolsofenergyprotection.com encourages you to report any content on the Site that you believe infringes your rights. Only the owner of the intellectual property or person authorized to act on behalf of the owner can report potentially infringing content. If you have a good faith belief that content on the Site infringes your copyright, trademark, or other intellectual property rights, please follow the procedures set forth below.

In accordance with the Digital Millennium Copyright Act of 1998 (the "DMCA"), toolsofenergyprotection.com has a designated agent for receiving notices of copyright infringement and toolsofenergyprotection.com follows the notice and take down procedures of the DMCA. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide toolsofenergyprotection.com's copyright agent the following information required by the Online Copyright Infringement Liability Limitation Act of the DMCA, 17 U.S.C. § 512: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (c) identification of the material that is claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit us to locate the material; (d) information reasonably sufficient to permit us to contact the complaining party; (e) a statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

It is often difficult to determine if your intellectual property rights have been violated or if the DMCA requirements have been met. We may request additional information before we remove any infringing material. If a dispute develops as to the correct owner of the rights in question, we reserve the right to remove your content along with that of the alleged infringer pending resolution of the matter.

We reserve the right to terminate the accounts of users whom we deem in our sole discretion to be infringers.

toolsofenergyprotection.com will endeavor to provide you with notice if your materials have been removed based on a third-party complaint of alleged infringement of the third party's intellectual property rights.

toolsofenergyprotection.com's copyright agent for notice of claims of copyright infringement on or regarding the Site can be reached as follows:

Name: Copyright Administrator

Mailing address: Healing Hands Network LLC
1905 W 8th Street, Suite 210
Loveland, CO 80537

11.PROMOTIONS The Site may contain or offer contests, sweepstakes or other promotions, which may be governed by a separate set of rules that describe the contest, sweepstakes or promotion and may have eligibility requirements, such as certain age or geographic area restrictions. It is your responsibility to read those rules to determine whether or not your participation, registration or entry will be valid and to determine the sponsor's requirements of you in connection with the applicable contest, sweepstakes or promotion.

12.THIRD PARTY LINKS AND CONTENT There may be links from the Site, or communications you receive from the Site, including, without limitation, from advertisers or sponsors, to third party web sites or our Site may include third party content that we do not control, maintain or endorse. Accessing those third party sites requires you to leave the Site and

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YOU UNDERSTAND AND AGREE THAT toolsofenergyprotection LIMITS ITS LIABILITY IN CONNECTION WITH YOUR USE OF THE SITE AS SET FORTH BELOW: UNDER NO CIRCUMSTANCES WILL THE toolsofenergyprotection PARTIES BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO (A) THE SITE; (B) THE MATERIALS; (C) THE WIDGETS AND OTHER DOWNLOADABLE ITEMS; (D) USER CONTENT; (E) YOUR USE OF, INABILITY TO USE, OR THE PERFORMANCE OF THE SITE; (F) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE toolsofenergyprotection PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR USE OF THE SITE; (G) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS; (H) ANY ERRORS OR OMISSIONS IN THE SITE'S TECHNICAL OPERATION; AND/OR (I) ANY DAMAGE TO ANY USER'S COMPUTER, HARDWARE, COMPUTER SOFTWARE, MOBILE DEVICE, MODEM OR OTHER EQUIPMENT OR TECHNOLOGY, INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION, EVEN IF FORESEEABLE OR EVEN IF THE toolsofenergyprotection PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT.

IN NO EVENT WILL THE toolsofenergyprotection PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS, DAMAGE OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT WILL THE toolsofenergyprotection PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED U.S. \$10.

YOU AGREE THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF toolsofenergyprotection'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEB SITE, PROPERTY, PRODUCT, SERVICE, OR OTHER MATERIALS OWNED OR CONTROLLED BY THE

toolsofenergyprotection PARTIES, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY WEB SITE, PROPERTY, PRODUCT, SERVICE, OR OTHER MATERIALS OWNED OR CONTROLLED BY THE toolsofenergyprotection PARTIES.

BY ACCESSING THE SITE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

16. INDEMNIFICATION

You agree to defend, indemnify and hold the toolsofenergyprotection Parties harmless from and against any and all costs, claims, demands, investigations, liabilities, losses, damages, judgments, settlements and expenses, including attorneys' costs and fees, that directly or indirectly arise from or are otherwise directly or indirectly related to: (a) User Content; (b) your use of the Site or activities in connection with the Site; (c) your breach or anticipatory breach of these TOU; (d) your violation of any laws, rules, regulations, codes, statoolsofenergyprotectiones, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; (e) information or material transmitted through your computer, even if not submitted by you, that infringes, violates or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy or other right of any person or defames any person; (f) any misrepresentation made by you; and/or (g) the toolsofenergyprotection Parties' use of your information. You will cooperate as fully required by the toolsofenergyprotection Parties in the defense of any claim. Notwithstanding the foregoing, the toolsofenergyprotection Parties retain the exclusive right to settle, compromise and pay any and all claims, demands, proceedings, suits, actions or causes of action that are brought against them under the terms and provisions of this Section. Further, the toolsofenergyprotection Parties reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of a duly authorized employee of the toolsofenergyprotection Parties.

Hold Harmless of Service Provider

A third-party service provider (the "Service Provider") may provide the technology and hosting for aspects of this Site. Anything in the foregoing to the contrary notwithstanding, by participating on this Site you agree to indemnify and hold harmless the Service Provider on all matters related to your interaction with others using this Site and participation with this Site. As such, the Service Provider is a third-party beneficiary to your agreement with these TOU.

17. TERM AND TERMINATION

Toolsofenergyprotection reserves the right to terminate your access to and use of the Site in its sole discretion, without notice and liability, including, without limitation, if toolsofenergyprotection believes your conduct fails to conform with these TOU. toolsofenergyprotection also reserves

the right to investigate suspected violations of these TOU and any violation, or potential violation, of these TOU may be referred to law enforcement authorities.

18.LOCATION OF SITE AND TERRITORIAL RESTRICTIONS

The Site is intended for U.S. residents. The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject toolsofenergyprotection to any registration requirement within such jurisdiction or country. toolsofenergyprotection controls and operates the Site from offices located in the State of COLORADO, United States of America and makes no representations or warranties that the information, products or services contained on the Site are appropriate for use or access in any location outside of the United States. Anyone using or accessing the Site from other locations does so on his or her own initiative and is responsible for compliance with United States, and local laws regarding online conduct and acceptable content, if and to the extent such local laws are applicable. We reserve the right to limit the availability of the Site and/or the provision of any content, program, product, service or other feature to any person, geographic area, or jurisdiction, at any time and in our sole discretion.

Special Provisions Applicable to Users Outside the United States: We strive to create a global community with consistent standards for everyone, but we also strive to respect local laws. If you use the Site and reside out outside the United States, by using the Site you consent to having your personal data transferred to and processed in the United States.

Software related to or made available by this Site may be subject to United States export controls. Thus, no software from the Site may be downloaded, exported or re-exported (a) into (or to a national or resident of) Cuba, North Korea, Iran, Syria or any other country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading any software related to this Site, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list.

19.GOVERNING LAWS; JURISDICTION; COMMENCEMENT OF ACTIONS THESE TOU AND THE INTERPRETATION OF THESE TOU WILL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF COLORADO, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES, AND WILL SPECIFICALLY NOT BE GOVERNED BY THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE. YOU AGREE THAT JURISDICTION OVER YOU AND VENUE IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE SITE, THE USE OR ACCESS THEREOF, OR THESE TOU SHALL BE IN THE APPLICABLE STATE OR FEDERAL COURTS LOCATED IN COLORADO. YOU HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE APPLICABLE FEDERAL AND STATE COURTS LOCATED IN LOVELAND, COLORADO FOR ANY SUCH LEGAL PROCEEDING. YOU AGREE THAT ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE WITH RESPECT TO THE SITE MUST BE COMMENCED WITHIN ONE YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES OR ELSE YOU AGREE YOU HAVE WAIVED ANY SUCH CLAIM.

20. ARBITRATION; WAIVER OF CLASS ACTIONS

By your use of the Site, you agree that any dispute or claim arising out of or in connection with any provision of this TOU or your use of the Site will be finally settled by binding arbitration in Loveland, COLORADO in accordance with the rules of the American Arbitration Association by one arbitrator appointed in accordance with said rules. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this paragraph, without breach of this arbitration provision. Any claim or dispute between the parties shall be brought in a party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding.

21. MISCELLANEOUS

The failure of toolsofenergyprotection to act with respect to a breach of these TOU by you or others does not constitute a waiver and will not limit toolsofenergyprotection's rights with respect to such breach or any subsequent breaches. No waiver by toolsofenergyprotection of any of these TOU will be of any force or effect unless made in writing and signed by a duly authorized office of TOU. Neither the course of conduct between the parties nor trade practice will act to modify these TOU. toolsofenergyprotection may assign its rights and duties under these TOU to any party at any time without any notice to you.

If any provision of these TOU is found to be unenforceable for any reason, then that provision will be deemed severable from these TOU and will not affect the validity and enforceability of any remaining provisions. Toolsofenergyprotection reserves the right to modify or add to these TOU at any time without prior notice. You agree that we may notify you of revisions to these TOU by posting them on this Site so that they are accessible via a link on the home page, and that your use of the Site after we have posted a revision constitutes your agreement to the revised TOU. Therefore, you should review this TOU before using the Site. The TOU will be effective as of the time of posting, or such later date as may be specified in a revised TOU, and will apply to your use of the Site from that point forward.

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