

WEBSITE TERMS OF USE

THESE TERMS AND CONDITIONS CONTAIN IMPORTANT INFORMATION REGARDING USER'S USE OF THIS WEBSITE AND SHOULD BE READ CAREFULLY IN ORDER FOR USER TO UNDERSTAND USER'S OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS APPLYING TO USER'S USE.

1. Acceptance of Terms.

The following terms of use are entered into between you ("User" or "you") and MorganHR, Inc. (referred to as "Company", "we" or "us"). These terms and conditions, together with any documents they expressly incorporate by reference, (collectively, "Terms of Use" or "Terms") govern your access to and use of our websites and portals located at www.simplymerit.com, other websites and portals we own and operate, Company mobile application, other Company applications and online services that reference this Policy (collectively, the "Website"), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website. **By using the Website, you accept and agree to be bound and abide by these Terms of Use, our privacy policy, found at www.simplymerit.com, ("Privacy Policy") and our Dispute Resolution Policy, found at www.simplymerit.com ("Dispute Resolution Policy"), incorporated herein by reference.** If you do not want to agree to these Terms of Use, the Privacy Policy, and/or Dispute Resolution Policy, you must not access or use the Website.

This Website is offered and available to users who eighteen (18) years of age or older. By using this Website and/or placing an order for services from Company, you represent and warrant that you are of legal age to form a binding contract with Company and meet all of the foregoing eligibility requirements

By using the Website and/or placing an order for services from Company, you represent and warrant that: (i) you are of legal age to enter into this agreement; (ii) You have reviewed these Terms of Use; and (iii) You accepts and agrees to be bound by these Terms of Use by using the Website. If User is placing an order on behalf of an organization or entity, User affirms that User has the legal authority to bind any such organization or entity to these terms.

User may not order or obtain services from Company and/or access the Website if User: (a) does not agree to be bound by these Terms, (b) is not at least 18 years of age and/or (c) is prohibited from accessing or using this site or any of this site's services by applicable law.

2. Changes to Terms of Use

We may revise and update these Terms of Use and our other policies from time to time in our sole discretion, including but not limited to our Privacy Policy and Dispute Resolution Policy. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. However, any changes to our Dispute Resolution Policy will not apply to any disputes for which the parties have actual notice on or before the date the change to the Dispute Resolution Policy is posted on the Website.

Your continued use of the Website following the posting of revised Terms of Use (or the revised Dispute Resolution Policy or Privacy Policy) means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

3. Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website; and
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access some of the resources the Website offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your

account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Unless otherwise specifically agreed herein, you may not access the Website for purposes of monitoring its performance, availability, or functionality, or for any other benchmarking or competitive purposes, without Company's prior written consent. User may not request that Company provide service to User if User is a direct competitor of Company unless User obtains Company's prior written consent.

4. Intellectual Property Rights.

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

5. Trademarks.

Company's name, Company's logo, and all related names, logos, product and service names, designs, and slogans are trademarks of Company or its affiliates or licensors. You must not use such marks without the prior written permission of Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

6. Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set forth in Section 13 below.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Company or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

We reserve the right to take appropriate legal action for any illegal or unauthorized use of the Website, or any of the services offer through such, and to terminate or suspend your access to the website and/or your ability to place orders through the Website or from Company for any reason or no reason including any violation of these Terms. Company cannot and will not be liable for any loss or damage arising from User's failure to comply with these Terms, including, without limitation, this Section 6. User agrees that Company may terminate User's account and access to the website at any time and for any reason.

User acknowledges that if a User's account is terminated, Company shall have the option, in its sole discretion, to terminate all related order(s) for services submitted by User to Company, which are unfulfilled at the time of termination, shall be terminated, upon the sole discretion of Company or to fulfill such orders and bill User accordingly.

7. Order Acceptance and Cancellation.

From time to time, User may request that Company provide certain services to User. User agree that any such request from User shall be treated as an offer to buy, under these Terms, the services listed in User's order. All orders must be accepted and confirmed by Company or Company will not be obligated to provide such services to User. Upon receipt of User's order, Company shall review such and notify User of such has been accepted or rejected via electronic correspondence and request that Company pay for the Services. Upon receipt of payment (in accordance with Section 8 below) Company will provide the services requested by User. All orders submitted to Company through the Website are governed by provided terms of sale.

Company reserve the right, at Company's sole discretion, to not accept or to cancel any order should Company have a reasonable suspicion or belief that: (i) Company will be unable to provide the services; or (ii) the order (or part thereof) or the intended recipient will violate any of these Terms or would not be in line with the intended use of the services. Such cancellation or non-acceptance may occur despite Company's having sent User a confirmation email with User's order number and details of the items User ordered.

8. Prices; Payment Terms; Delivery.

All prices, discounts, and promotions posted on this Website are subject to change without notice. The price charged for the services will be the price in effect at the time the order is placed and will be set out in User's order confirmation email. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes. All such taxes and related charges will be added to User's total, and will be itemized in User's shopping cart and in User's order confirmation email. Company strive to display accurate price information, however Company may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. Company reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences. Company may offer from time to time promotions on the Website that may affect pricing and that are governed by terms and conditions separate from these Terms. If there is a conflict between the terms for a promotion and these Terms, the promotion terms will govern.

Terms of payment are within Company's sole discretion and, unless otherwise agreed by Company in writing, Company must receive payment before Company provides User the services, and/or the products thereof, ordered by User. Company accept Visa, MasterCard, American Express, Discover, and PayPal for all purchases. User represent and warrant that: (i) the payment information User supply to Company is true, correct and complete; (ii) User is duly authorized to use such payment method for the purchase of the Services; (iii) charges incurred by User will be honored by User's financial institution; and (iv) User will pay charges incurred by User at the posted prices, including all applicable taxes, if any, regardless of the amount quoted on the Website at the time of User's order.

9. OWNERSHIP OF USER MEDIA

By submitting any information or documentation to Company via the Website ("User Media"), you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, display, or otherwise distribute any such User Media as needed to provide the services requested from Company by you.

You represent and warrant that:

- You own or control all rights in and to the User Media and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All User Media does and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Media you submit, and you, not Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Media.

10. Warranties. COMPANY MAKES NO WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND DISCLAIMS ALL WARRANTIES EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY USER FROM COMPANY OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

11. Limitation of Liability. THE REMEDIES DESCRIBED BELOW ARE USER'S SOLE AND EXCLUSIVE REMEDIES AND COMPANY'S ENTIRE OBLIGATION AND LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. COMPANY'S LIABILITY WILL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY USER FOR THE SERVICES THAT USER PURCHASED THROUGH THE WEBSITE, NOR WILL COMPANY UNDER ANY CIRCUMSTANCES BE LIABLE TO USER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT COMPANY WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND/OR (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

COMPANY'S SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND USER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY USER FOR THE PRODUCTS AND SERVICES USER HAVE ORDERED THROUGH COMPANY'S WEBSITE.

The limitation of liability set forth above shall: (i) only apply to the extent permitted by law and (ii) shall not apply to (a) liability resulting from Company's gross negligence or willful misconduct and (b) death or bodily injury resulting from Company's acts or omissions.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

12. Monitoring and Enforcement; Termination

We have the right to:

- Refuse to provide services to any user for any or no reason in our sole discretion.
- Take any action with respect to any User Media that we deem necessary or appropriate in our sole discretion, including if we believe that such User Media violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is submitted to Company via the Website and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

13. Content Standards

These content standards apply to any and all information submitted to Company by User, including but not limited to any User Media. (Collectively "User Material"). User Material must, in its entirety, comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Material must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

14. Information About You and Your Visits to the Website

All information we collect on this Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

15. Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

16. Geographic Restrictions

The owner of the Website is based in the State of Illinois in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

17. Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

18. Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

19. Indemnification.

You agree to defend, indemnify, and hold harmless Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Medias, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

20. Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

In the event that any dispute arising out of, or related to, these Terms of Use or the Website is unable to be resolved by arbitration, as required pursuant to Section 21 below), such legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website, such shall be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois, County of Cook. Company expressly reserves and retains the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

21. Dispute Resolution. Arbitration

All disputes arising from these Terms of Use or use of the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, will be submitted to final and binding arbitration in accordance with our Dispute Resolution Policy.

22. Waiver and Severability

No waiver by Company of any term or condition set out in these Terms of Use 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 of Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use 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.

23. Entire Agreement

These Terms of Use, our Privacy Policy, and our Dispute Resolution Policy constitute the sole and entire agreement between you and Company regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

24. Your Comments and Concerns

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