

## Terms of Use for BeachyBride.com

These Terms of Use ("Agreement") describe the terms and conditions (the "Terms") applicable to your use of the services of Beachy Enterprises, Inc. ("Beachybride" or "Beachybride.com"), available at [www.Beachybride.com](http://www.Beachybride.com), as well as any other websites owned and/or operated by Beachy Enterprises, Inc. (collectively, the "Site"). By using the Site, you signify your acceptance of these Terms. If you do not agree to these Terms, please do not use this Site. We reserve the right to amend these Terms from time to time without notice. All modified terms and conditions shall take effect immediately after posting to the Site. We encourage you to review this page periodically because any changes will be binding on you. This Agreement may not be modified, amended, and/or changed by you in any manner.

Beachybride is a platform to connect prospective brides and grooms, newlyweds and their Wedding guests (collectively, "Wedding Members") with companies and other third parties offering products and services related to Weddings ("Vendor "). We and the Site function solely as a neutral party where Wedding Members and Vendors may connect for a particular type of service or product. We are not involved in or a party to the actual transaction between Members. As a result, We have no control over the existence, quality, accuracy, safety, or legality of the transactions that take place on our Website, the accuracy of listings, the ability of Wedding Vendors to provide items or perform services, the ability of Wedding Members to pay for any goods and services, and we make no representations or warranties and are not liable or responsible for the actions or inactions of Members or Vendors. Beachybride does not endorse any particular Vendor.

Wedding Members: You acknowledge the following: Beachybride does not provide any of the products or services advertised or offered by Vendors. We do not endorse any Vendor, nor do We guarantee the quality of their goods or services. Any and all communications, correspondence, verbal or written, or any warranties or representations, made with regard to products and services offered through the Site are not provided by us and solely between you and the Vendor. Any transaction you enter into with a Vendor is strictly between you and the Vendor, and Beachybride is not a party to that transaction. Any dispute you have with a Vendor is between you and the Vendor, and We will not be a party to that dispute.

**Contact Information Submission**– by submitting your contact information – including name, email, phone number, address – to the Site you agree to be contacted by BeachyBride, the relevant Vendor and/or a travel agent for further information. You also agree and authorize Beachybride to contact you with information related to wedding planning, including promotions, news, blogs, area information, suggested Vendors, suggested items/products for wedding planning and destination weddings.

Beachybride cannot and will not guarantee any service provider's or vendor's identity; capabilities, or that it has obtained all required permits, licenses or consents or that it complies with all applicable laws. In addition, We cannot guarantee that information

provided by or about Vendors on the Site is accurate. You should use Beachybride as a starting point for identifying vendors to provide the products and services you need for your wedding, then conduct your own research to ensure that vendors you choose to do business with are appropriate for you. You acknowledge that by providing your contact information, you expressly permit and direct Beachybride to release such information to the requested Vendor.

Vendors: You acknowledge the following: Beachybride will not endorse you or your products or services. We are in no way responsible for assisting you in reaching an agreement with Wedding Members; nor are We responsible for assisting you in providing goods and services to Wedding Members. While all Wedding Members are required to give us accurate information about themselves, We cannot and will not verify this information or guarantee the ability of Wedding Members to complete payment for any of the products or services you provide. Any transaction you enter into with a Wedding Member is strictly between you and the Wedding Member, and Beachybride is not a party to that transaction. You are responsible for obtaining all permits, licenses and consents necessary to deliver your goods or services and complying with all applicable laws. Any dispute you have with a Wedding Member is between you and the Wedding Member, and We will not be a party to that dispute. Vendors must list the true and correct name of their business on the Site and promptly notify Beachybride of any changes. After Beachybride and the Vendor have terminated their relationship, Beachybride shall be entitled to retain all reviews associated with a Vendor on the Site as well as basic directory information, including, without limitation, photos, business name, mailing address, website address and telephone number.

**2. Membership.** Membership to Beachybride is available only to entities and individuals at least 18 years of age who can form legally binding contracts under applicable law. Membership in Beachybride is void where prohibited. Your Beachybride membership may not be transferred or sold to another party. If you are registering as a business entity, you represent that you have the authority to bind the entity to this Agreement. If you are registering as an individual, you represent and warrant that you are at least 18 years of age and are able to enter into a legally binding contract. If you are agreeing to this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to this Agreement and, in such event, “you” and “your” refer to that company or other entity. Members who engage in the sale of goods and services must have a valid business operations license, as applicable. By joining Beachybride, you agree to (i) provide us with accurate, complete information about yourself and to update this information as needed; (ii) abide by all of the terms and conditions of this Agreement, the [Beachybride Community Guidelines](#); (iii) safeguard your username and password; and (iv) be responsible for all activity of your membership account. In addition, in the event you contact Beachybride via telephone, you understand, acknowledge and agree that such phone conversations may be recorded. Beachybride reserves the right to modify the terms of or cancel any such unpaid Memberships.

**3. Prohibited Activities.** Visitors to and Members of the Site may not:

- Create an account in another's name
- Create more than one account
- Use another's account
- Impersonate another person or entity
- Use the Site to break the law or applicable regulations, encourage others to do so, or offer instructions on how to do so
- Offer to provide products or services that violate any applicable law, statute, ordinance or regulation (collectively "Laws"), or offer any products or services in a manner that violates any Laws
- Conduct any type of sweepstakes, promotion or contest without posting official rules
- Collect or harvest information about Site Members, including but not limited to use of robots, spiders, or similar means
- Use information on the Site to send unsolicited email to Members
- Do anything that interferes with or places an undue burden on the Site (as determined by Beachybride in our sole discretion)
- Use the Site if your membership has been temporarily or permanently suspended or revoked
- Include promotional text or endorsements in Member's storefront name or Member storefront picture(s)
- Violate any terms of this Agreement

Beachybride reserves the right to suspend the membership of any Member or Vendor and/or cancel the contract of any Vendor who engages in offensive and detrimental behavior, including behavior that shocks, insults, or offends the community and public morals and decency, including through making racist, discriminatory, or offensive comments on Beachybride properties and elsewhere or by taking actions that would tend to reflect poorly on Beachybride.

**4. Additional Terms and Conditions; Product Changes.** You acknowledge and agree that We have the sole discretion to set forth and post additional terms and conditions for your use of the Site at various places throughout the Site. You agree that those additional terms and conditions shall be considered an effective amendment to this Agreement and said terms and conditions shall be incorporated herein. Furthermore, you expressly agree that if there is any conflict between those additional terms and conditions and the Terms set forth herein, the additional terms and conditions shall govern. Beachybride retains the right to revise its product and/or service offerings, including the tools made available to you, at any time for any reason including without limitation to comply with any applicable law or regulation.

**5. Fees.** There are currently NO minimum fees to join Beachybride for Wedding Members or Vendors. Optional fee-based services are available but participation is NOT mandatory. See below for details.

Wedding Vendors: Vendors with valid Vendor Accounts may opt into additional paid services ("Paid Services"). Beachybride may list the prices for these Paid Services on

the Site, but it reserves the right to change these prices and to offer discounts and temporary promotions.

Charged in error. In the event you believe that Beachybride has charged you in error, you must contact Beachybride Member Services at within 60 days after such charge. No refunds will be given for any charges which are more than 60 days old.

**6. Authorization to Credit and Debit Accounts.** If applicable, based on the various optional fee-based programs, You irrevocably and expressly authorize Beachybride to debit or credit, as applicable, any monies to the account that you have identified for Beachybride. You agree that it is your responsibility to maintain a valid, non-expired credit card on file with us while engaging in fee-based activities on our Site. You agree that if you do not maintain a valid, non-expired card on file with us during any billing attempt, you may be subject to interest and penalties as enumerated below. You irrevocably and expressly authorize Beachybride to withhold any monies and/or debit any monies from any account that you have identified to Beachybride for any charge backs, fees, costs, deductions, adjustments and any other amounts owed to Beachybride. We reserve our rights to all actions and remedies in connection with any monies owed to Beachybride. You will indemnify, defend and hold us harmless for any claims, demands or causes of actions that We take toward any identified account pursuant to this Section.

**7. Unpaid Fees.** If, for any reason, any fees you owe Beachybride have not been received or in any manner realized by Beachybride ("Unpaid Fees"), you agree to pay such Unpaid Fees immediately. Beachybride reserves the right to waive or reduce the amount of any Unpaid Fees, penalties, or interest at any time. You also agree to pay any attorney fees, and other costs of collection incurred by us with respect to any Unpaid Fees. You also consent and authorize us, in our sole discretion, to make appropriate reports to credit reporting agencies, financial institutions, tax agencies and law enforcement authorities, and cooperate with them in any resulting investigation or prosecution. Notwithstanding the foregoing, Beachybride agrees that it will not charge any late fees or interest to a Member's credit card.

**8. Protection of Intellectual Property Content.** The Beachybride Site contains or uses copyrighted material, inventions, know how, potentially patentable business method material, design logos, phrases, names, logos, HTML code and/or other computer code and/or scripts (collectively, "Intellectual Property Content"), all of which, unless otherwise indicated and/or provided pursuant to a third party license, are our sole property, and We retain all appurtenant rights, interests and title thereto. We also claim ownership rights under the copyright and trademark laws with regard to the "look", "feel", "appearance" and "graphic function" of this Site, including but not limited to its color combinations, sounds, layouts and designs. You agree and acknowledge that your use of this Site does not confer upon you any license or permission to use our (or any third party's) Intellectual Property Content.

**9. Disputes; Release.** You are solely responsible for your interactions with other Beachybride Members, and We are not party to any such disputes. We reserve the

right, but have no obligation, to monitor disputes between you and other Members. You agree to release Beachybride, its officers, directors, agents, and employees from all claims, demands and damages (actual and consequential) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with any disputes between you and any third parties or in any way related to goods, services, or events involving third parties.

Members are solely responsible for the content of their Submitted Information.

Beachybride is not responsible for any losses you may incur as a result of relying on Submitted Information, even if We were advised of the possibility of such losses.

By posting Information to any part of the Site, you automatically grant, and you represent and warrant that you have the right to grant, to Beachybride an irrevocable, perpetual, non-exclusive, transferable, fully-paid-up, royalty-free, worldwide license (with the right to sublicense at multiple levels) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such Submitted Information for any purpose and in any format on or in connection with the Site, the Beachybride business, or the promotion thereof, to prepare derivative works of, or incorporate into other works, such Submitted Information, and to grant and authorize sublicenses of the foregoing. You acknowledge that Beachybride may retain archived copies of your Submitted Information and may continue to use your Submitted Information in connection with any materials that were created prior to your removal of your Submitted Information, in accordance with the license described above.

By posting Submitted Information, you expressly represent and warrant the following: (i) you are the owner, with all appurtenant rights thereto, of any and all communication, content and/or information that you post on the Site; or (ii) you are the legitimate and rightful grantee of a worldwide, royalty free, perpetual, irrevocable, sub-licensable, non-exclusive license to use, distribute, reproduce and distribute such communication, content and/or information. You furthermore represent and warrant that all persons and entities connected with the Submitted Information, and all other persons and entities whose names, voices, photographs, likenesses, works, services and materials have been used in the Submitted Information or its exploitation, have authorized the use of their names, voices, photographs, likenesses, performances, and biographical data in connection with the advertising, promotion, trade and other exploitation of the Submitted Information and the rights granted herein.

**10. Promotions and Coupons.** We may allow you to receive promotional coupons ("Promotion") that may be used to purchase goods and services from third parties. In no event shall We be responsible for providing the goods and/or services indicated in a Promotion. We shall have no liability for the goods and/or services provided under a Promotion. You agree to look solely to the Vendor for the goods and/or services to be provided; therefore, the Vendor is responsible for any damages, claims or liabilities, including, but not limited to, injuries and property damages. You hereby release Us and our affiliates, officers, directors, employees, shareholders, agents from and you waive, and release us and our officers, directors, employees and agents from, any and all

claims, causes of action, damages, liabilities, costs, and attorneys' fees and expenses whatsoever, known or unknown, arising out of the goods and/or services provided in connection with the Coupons. Additional terms and conditions may be contained on each Promotion. Any violation of the terms and conditions will make the Promotion void. We are not responsible for lost or stolen Promotions. Promotions are not redeemable for cash. Only one Promotion per redemption. A Promotion is automatically void if prohibited by law.

**11. Tools; Changes to Site.** The Site offers several tools to Members (collectively, "Member Tools"), some of which are provided by third parties. Beachybride is not responsible for the availability, suitability or effectiveness of any of these Member Tools, whether provided by a third party or not. In addition, We are not responsible for any data you lose as a result of a malfunction of the Member Tools or the Site or for any other reason or any consequential damages resulting from such data loss. You should ALWAYS keep a back-up copy of all such information on your computer and in hard copy. Beachybride reserves the right to modify or discontinue any Member Tools or other services provided on the Site at any time without warning. Vendors may use or purchase Premium Services from Beachybride. Additional terms relating to availability and security of Vendor Terms may be specified in the Terms of Purchase for the Premium Services; otherwise the terms in this Terms of Use shall apply to the use of the Premium Services.

**12. Privacy.** Please see our [Privacy Policy](#) to learn about how we treat information We gather from you. Please be aware that Members, including Vendors, are not bound by our Privacy Policy except as specified therein. Therefore, you should carefully safeguard your personal information and check with Vendors to see how they treat information they gather from you.

**13. No Agency.** You hereby agree and acknowledge that your provision of services and/or your use of the Site, does not confer or imply any contractor (independent or otherwise), agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship with us and furthermore that no affiliation, association or connection exists between you and us. In no event shall you have authority to bind, commit, contract for, or otherwise obligate Beachybride in any manner whatsoever.

**14. Right to Reject or Remove Members.** We reserve the absolute right to reject your participation, or remove you from your current participation, in the Beachybride Site at any time and for any reason or for no reason and without notice to you. Actions that may result in the rejection or removal of your participation can include, but are not limited to: any violation of the Terms of this Agreement; your creation, maintenance and/or management of more than one account; your non-payment in full any Unpaid Fees; any attempt by you to improperly influence, or cause another to improperly influence the feedback of Members; your unethical conduct, to be determined at our sole discretion; or any attempt by you to harass, or cause another to harass, or have inappropriate communications with a Member.

**15. Record Keeping/Audit.** We reserve the right to keep all records of any and all communications between you and other Members for administration purposes.

**16. Submissions.** We always want to receive messages and feedback from Beachybride Members and welcome any comments regarding the Site. However, please be aware that any ideas, suggestions comments or proposals you send to Beachybride (collectively, "Submissions") are non-confidential, shall become the sole property of Beachybride, and you hereby assign all right, title and interest in such Submissions. To the extent Submissions cannot be assigned to Beachybride, you hereby grant and agree to grant to Beachybride all rights needed for Beachybride to incorporate and commercialize the Submissions at no charge or encumbrance to Beachybride and you agree that Beachybride may disclose the Submissions to any third party in any manner and you agree that Beachybride has the ability to sublicense all Submissions in any form to any third party without restriction. Beachybride shall own all rights therein, including all intellectual property rights. Beachybride shall be entitled to use and/or disseminate the Submissions in any manner and for any purpose whatsoever, commercial or otherwise, without compensation or credit to you.

**17. No Warranty.** BEACHYBRIDE, OUR EMPLOYEES, AND OUR SUPPLIERS PROVIDE THE SITE AND THE SERVICES THEREON "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. BEACHYBRIDE FURTHER DOES NOT WARRANT THAT THIS SITE OR ANY INFORMATION, SERVICES OR TOOLS OFFERED ON THIS SITE WILL MEET YOUR REQUIREMENTS, WILL BE ACCURATE, COMPLETE OR CURRENT, OR WILL GIVE ACCURATE, COMPLETE OR CURRENT RESULTS; THAT OPERATION OF THE SITE, INCLUDING TOOLS OR OTHER SERVICES OFFERED ON THE SITE, WILL BE TIMELY, SECURE, UNINTERRUPTED, OR FREE FROM ERROR OR OMISSION OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT ANY ERRORS ON THE SITE WILL BE CORRECTED. BEACHYBRIDE DOES NOT REPRESENT OR WARRANT THAT DATA YOU STORE ON THE SITE (FOR EXAMPLE, IN CONNECTION WITH TOOLS) WILL BE SECURE, AVAILABLE OR PRESERVED. BEACHYBRIDE DOES NOT REPRESENT OR WARRANT THAT ALL TOOLS OR OTHER SERVICES ON THE SITE WILL CONTINUE TO BE OFFERED.

**18. Limited Liability.** IN NO EVENT SHALL BEACHYBRIDE, OUR EMPLOYEES, OR OUR SUPPLIERS BE LIABLE TO YOU OR ANYONE ELSE FOR DIRECT, INDIRECT DAMAGES, LOST PROFITS, ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SITE, FOR USE OF COUPONS, OR FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON INFORMATION CONTAINED ON THE SITE, WHETHER IN AN ACTION FOR BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY

REMEDY. OUR LIABILITY, AND THAT OF OUR EMPLOYEES AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE LESSER OF THE AMOUNT OF FEES YOU PAY TO US IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY OR \$100, NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

**19. Indemnity.** You agree to indemnify and hold us and our affiliates, officers, directors, agents, and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising in any manner in whole or in part out of your use of the Site, including but not limited to (i) your advertising, provision of or failure to pay for goods or services promoted on the Site; and (ii) claims that any of your Submitted Information includes materials owned by third parties without authorization, was defamatory or harassing, or otherwise violated the rights of any third party.

#### **20. Links to Other Sites**

This Site may contain links to other sites which are provided solely as a convenience to you, or which are provided by other Members. Beachybride is not responsible for the availability of external sites or resources linked to the Site, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. Transactions that occur between you and such third-party sites are strictly between you and the third party and are not the responsibility of Beachybride. Because Beachybride is not responsible for the availability or accuracy of these outside resources or their contents, you should review the terms and conditions and privacy policies of these linked sites, as their policies may differ from ours.

**21. Legal Compliance.** You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of our service and your listing, shipping, transporting, and solicitation of offers to ship and transport items.

**22. Governing Law; Venue and Jurisdiction.** By visiting or using the Site, you agree that the laws of the State of Massachusetts, without regard to principles of conflict of laws of any state or jurisdiction, will govern these Terms and any dispute of any sort that might arise between you and Beachybride or any of our affiliates. With respect to any disputes or claims not subject to arbitration (as set forth below), you agree not to commence or prosecute any action in connection therewith other than in the state and federal courts of Maryland, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts of Massachusetts.

**23. Arbitration.** Disputes between you and Beachybride regarding the Site and our services should be reported to [love@Beachybride.com](mailto:love@Beachybride.com). We will attempt to resolve any disputes you have with us. Because We are a neutral facilitator, We are not responsible for resolving any disputes between you and members regarding services or transactions. Any claim or controversy arising out of or relating to your use of this Site, to the goods or services provided through Beachybride, this Agreement, or to any acts



or omissions for which you may contend Beachybride is liable, including but not limited to any claim or controversy as to arbitrability ("Dispute"), shall be finally, and exclusively, settled by arbitration. The arbitration shall be held before one arbitrator under the commercial arbitration rules of the American Arbitration Association ("AAA") in force at that time. The arbitration shall be conducted in Montgomery County, Maryland. The arbitrator shall be selected pursuant to the AAA rules. Should no AAA rule regarding Maryland selection of an arbitrator be in effect, the Member shall select an arbitrator from a panel of arbitrators acceptable to Beachybride. In any arbitration, the parties will split the cost of the filing fee, plus the costs associated with the first day of arbitration, with the remaining costs of arbitration paid by the non-prevailing party, provided, however, that in Maine any cost to the consumer shall be limited to the cost of filing a court case. To begin the arbitration process, a party must make a written demand therefore.

Any judgment upon an award rendered by the arbitrators may be entered in any court of competent jurisdiction in Massachusetts. The arbitrators shall not have the power to award damages in connection with any Dispute in excess of actual compensatory damages and shall not multiply actual damages or award consequential, punitive or exemplary damages, and each party irrevocably waives any claim thereto. The agreement to arbitrate shall not be construed as an agreement to the joinder or consolidation of an arbitration under this Agreement with an arbitration of disputes or claims of any non-party, regardless of the nature of the issues or disputes involved. The parties agree to arbitrate solely on an individual basis and this agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

THIS AGREEMENT PROVIDES THAT ALL DISPUTES BETWEEN YOU AND BEACHYBRIDE WILL BE RESOLVED BY BINDING ARBITRATION. YOU THUS GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS. YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN OR BRING CLASS ACTION LAWSUITS. YOUR RIGHTS WILL BE DETERMINED BY NEUTRAL ARBITRATORS AND NOT A JUDGE OR JURY. You are entitled to a fair hearing, but the arbitration procedures are simpler and more limited than rules applicable in court. Arbitrator decisions are enforceable as any court order and are subject to very limited review by a court. By using Beachybride's goods and services or the Site, you consent to these restrictions.

Should a Dispute arise and should the arbitration provisions herein become inapplicable or unenforceable, or in any instance of any lawsuit between you and Beachybride, the parties agree that jurisdiction over and venue of any suit shall be exclusively in the state courts sitting in Rockville, Maryland and federal courts sitting in Greenbelt, Maryland. If either party employs attorneys to enforce any right in connection with any Dispute or lawsuit, the prevailing party shall be entitled to recover reasonable attorneys' fees.

**24. Nondiscrimination Policy.** Beachybride prohibits discrimination against couples, guests, Vendors, or employees of Beachybride based on race, color, religion, sex, national origin, ancestry, disability, marital, family, pregnancy status, sexual orientation, gender identity, gender expression, veteran or citizenship status, age, or any other characteristic protected under applicable federal, regional, state, or local law.

**25. General.** This Agreement may not be modified, supplemented, qualified, or interpreted by any trade usage or prior course of dealing not made a part of the Agreement by its express terms. To the extent of any conflict between the terms of this Terms of Use and any other document made a part of the Agreement by its express terms, the terms of this Terms of Use shall prevail unless the other document specifically states that it shall prevail. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity of this Agreement as a whole and any such provision should be enforced by authorities, and reconstructed if need be, to apply to the maximum extent allowable under applicable law. The failure by Beachybride to enforce at any time any of the provisions of this Agreement, to exercise any election or option provided herein, or to require at any time the performance of the other of any of the provisions herein will not in any way be construed as a waiver of such provisions. Reasonable attorneys' fees and costs will be awarded to the prevailing party in the event of arbitration or litigation involving the enforcement or interpretation of this Agreement. You agree that other than affiliates or subsidiaries of Beachybride, there are no intended third-party beneficiaries of this Agreement. The section headings used herein are for convenience only and shall not be given any legal import.