

User Agreement

This agreement is between the following parties:

Party 1: modernsamurai.info (hereinafter called the “Site”) and its authorized representatives, also referred to as “we”, “our” or “us”;

Party 2: “you”, also referred to as “your”, or user(s), reader(s), individual(s), visitor(s), viewer(s) of this Site.

By visiting or using this Site, you agree to abide by this User Agreement (hereinafter called the “Agreement”). This Agreement instantly self-executes upon your use of this Site, and you agree to be bound by it. If you do not wish to be bound by this Agreement, you may not use this Site and must immediately cease use of this Site. Please read this Agreement carefully.

Eligibility

1. You agree that by using this Site you represent that you are at least 18 years old and that you are lawfully able to enter into this Agreement. This Site is directed to adults and is not directed to children or minors. If you are lawfully unable to enter into this Agreement, you may not use this Site. We do not permit use or registration by children or minors, and will never knowingly collect personally identifiable information from any child or minor. Children and minors must get the permission of their parent(s) or guardian(s) before making purchases, including subscriptions, on this Site. If your children or minors disclose information about themselves in publicly accessible areas of this Site, they may receive unsolicited messages from other parties. Accordingly, you should tell them not to do so. If a parent or guardian believes that his or her child or minor has submitted information to us, he or she can contact us in signed writing via the contact info below. If we obtain actual knowledge that we have collected personal information about a child or minor, that information will be immediately deleted from our records. Because we do not collect such information, we have no such information to use or to disclose to third parties.
2. We may change these eligibility criteria at any time.
3. We may also refuse to offer this Site to anyone for any or no reason.
4. Unauthorized use of this Site may give rise to a claim for damages and/or be a criminal offense. The appropriate response to any violation of any of the terms contained in this Agreement is within our sole discretion.

Privacy

5. The privacy of the users of this Site is of the utmost importance to us. In accordance we have developed this Privacy Policy (hereinafter called the “Policy”) so that you can understand how we collect, use, protect, communicate, disclose and make use of information obtained as a result of you using this Site. We use your information only in ways that are compatible with this Policy. By using this Site, you consent to the collection, use and disclosure of information in accordance with the terms of this Policy. You may withdraw consent at any time. When you trust us with your information, we honor that trust. The following outlines our Policy:
 1. Both parties agree to remain private; and
 2. Both parties agree never to store any logs or metadata, and have as minimal information retention as possible; and
 3. Both parties agree that before or at the time of collecting information, they identify the purposes for which information is being collected; and

4. Both parties agree to collect and use information solely with the objective of fulfilling those purposes specified, unless the party obtains signed written consent from the other party for other purposes; and
 5. Both parties agree to retain information for the fulfillment of said purposes; and
 6. Both parties agree to collect information by lawful and fair means, and with the other party's knowledge and consent; and
 7. Both parties agree that information should be relevant to the purposes for which it is to be used and, to the extent necessary for those purposes, it should be accurate and complete; and
 8. Both parties agree to protect information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification; and
 9. Both parties agree to never share, sell, rent or trade information with any other parties about either party without first obtaining signed written consent; and
 10. Both parties agree to never use the other party's information in marketing statements without prior signed written permission.
6. We will make readily available to customers, subscribers and other users information about our policies and practices relating to the management of information upon a signed written request.

Purposes Of Information We Gather

7. We may use gathered information for the proper functioning of this Site and its services, and in particular for the following reasons:
 1. We may use the information to enable access and use; or
 2. We may use the information to help create and maintain a trusted and safer environment on this Site; or
 3. We may use the information to send you service, support and administrative messages, reminders, technical notices, updates, security alerts, and information requested by you; or
 4. We may use the information to improve our products and services; or
 5. We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided; or
 6. We may also use your information to contact you for market research purposes. We may contact you by email, phone, or mail. We may use the information to customize the website according to your interests; or
 7. We do not process payment card information directly. We rely on third party payment processing services to process payment card information. The information those payment processors receive may include name, email address, mailing address, billing address, phone number, and payment card information. Your purchase of our products or services via payment card is deemed your consent to share this information; or
 8. We may use the information to comply with our lawful obligations, or resolve any disputes that we may have with any of our users.
8. No automated decision making (including profiling) takes place.

Information We Gather About Users

9. We generally collect information that you provide with your specific knowledge and consent. We receive, store, and process information, including personal information, that you provide to us when accessing or using this Site. Examples of accession to this Policy include, but are not limited to:
 1. accessing and using this Site; or

2. pages or pop-ups where you enter information (e.g. contact forms, account details, orders etc.); or
3. supplying identification, passwords or other verification information; or
4. orders for products or services or membership; or
5. telephone, mail or other communication with this Site; or
6. email inquiries or surveys; or
7. cookies (which are discussed in the section “Cookies”).

How Long We Retain Information

10. We keep information for as long as it is necessary to provide services or to properly run this Site, or until a request for deletion is received. We keep payment information for accounting purposes for no longer than required. Support information is kept for reference until the case is closed.

What Rights You Have Over Your Information

11. You retain the rights on your information, including, but not limited to:
 1. You may request to access, correct, update or request deletion of your information; or
 2. You may request additional information related to the purposes for which we process your information; or
 3. You may object to our processing of your information; or
 4. You can withdraw your consent at any time; or
 5. You have the right to opt-out of marketing communications we send you at any time; or
 6. You can also request that we erase any information we hold about you. This does not include any data we are obliged to keep for administrative, lawful, or security purposes; or
 7. You may correct your information.

How To Access, Change Or Delete Your Information

12. You may review, update, correct or delete your information in your account. A deletion request can be sent via the contact info below or can be sent from the user profile by using the “Delete Me” function, in which case the deletion should occur immediately. Upon your request, and where it is technically feasible, we will provide you with a copy of your information. You can send opt-out requests (for marketing etc.) via the contact info below.

Identity Verification Requirement

13. Prior to accessing or divulging any information pursuant to an information access request, we may request that you provide us with additional information so we can verify your identity. To make a request, please contact us via the contact info below with “Personal Information Request” in the subject line and provide us with the necessary details in relation to your request, including your contact information and any other detail you feel is relevant.

Copyright Notice And Guidelines

14. This Site and its content is copyright of Modern Samurai. © 2022 Modern Samurai. All rights reserved.
15. Obtaining, redistribution, reproduction, public display or commercial exploitation of part or all of the contents in any form, including, but not limited to, framing, downloading, recording, screen capturing, copying of any kind, cutting and pasting, handwriting etc. from this Site by any and all parties without the express signed prior written permission of an authorized representative of this Site is prohibited.

16. All public entities (federal, state or otherwise), legal persons, offices, officers, agencies or agents are barred from extracting content from this Site under any presumption of law without express prior signed written permission by an authorized representative of this Site. All entities (federal, state or otherwise) and persons and offices will be held liable in their private and public capacities for any breach of these conditions. Assumed and presumed public statutory authority over the private proprietary property of Modern Samurai contained and maintained on this Site is hereby rebutted and denied without a valid quo warranto, express contract or express agreement.
17. Content that does not fall under the copyright of Modern Samurai will say so, usually within the description of the materials, and will show appropriate accreditation such as author, source and copyright license, where possible. If inconsistencies are found, please contact us via the contact info below.
18. All trademarks, product names or logos reproduced in this Site which are not the property of, or licensed to, us are acknowledged on this Site and are the property of their respective owners. If inconsistencies are found, please contact us via the contact info below.

Comments and Suggestions

19. We appreciate your comments and feedback about this Site. Please note that by providing comments, ideas or suggestions to us, you grant to us and our affiliates a nonexclusive, transferable, irrevocable, worldwide, royalty-free, perpetual license and right to use, modify, reproduce, disclose, publish and distribute such submissions for any purpose, without restriction, without compensating you in any way and without right of attribution. If you do not wish to grant us such rights, we ask that you not send us comments, or other submissions, particularly any information you consider to be confidential or original creative material, such as scripts, story ideas, photographs or original artwork.

Security

20. We understand the importance of securing your information. We have implemented reasonable administrative, physical, and technology-based security measures to protect against loss, misuse, unauthorized access or disclosure, and alteration of information in our systems. We also ensure that any employee, contractor, or vendor who has access to information in our systems is subject to contractual and professional obligations to safeguard that information.
21. Where we use a third-party payment processor, we make sure that it uses TLS (Transport Layer Security) technology to encrypt your information, such as your name, address, and card number, during data transmission.
22. While we strive to use commercially acceptable means to protect your information, no method of transmission over the Internet or form of electronic storage is 100% secure. Therefore, we cannot guarantee its absolute security. We consider all digital systems to be insecure, including those we manage and use. By approving this Policy, you expressly understand that we will use best efforts to meet security needs, but cannot assure that we will be able to protect your privacy. When you use this Site you accept these risks and the responsibility for choosing to use a technology that does not provide perfect security or reliability. We are not responsible for any breach of security or for any actions of any third parties that may receive the information.
23. You are prohibited from violating or attempting to violate any security features of this Site, including, without limitation:
 1. accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access; or

2. attempting to probe, scan, or test the vulnerability of this Site, or any associated system or network, or to breach security or authentication measures without proper authorization; or
 3. interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to this Site, overloading, “flooding,” “spamming,” “mail bombing,” denial of service attacks, or “crashing;” or
 4. using this Site to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services; or
 5. solicit passwords or identifying information for any purposes from other users or engage in spamming, flooding, harvesting of email addresses or other personal information, “spidering”, “screen scraping”, “phishing”, “database scraping”, or any other activity with the purposes of obtaining lists of other users or other information; or
 6. forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using this Site; or
 7. acting in contravention to any local laws regarding the violation of security of computer systems; or
 8. attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a mankind-perceivable form any of the source code used by us in providing this Site.
24. Any violation of system or network security may subject you to civil and/or criminal liability.

Cookies

25. A cookie is a small text file that this Site may place on your computer as a tool to remember your preferences. A cookie asks permission to be placed on your computer.
26. This Site does not use tracking cookies or any other cookies that may be collecting data for marketing purposes. The only cookies this Site uses contain non-sensitive data and are essential to the user experience of the website such as being able to log in.
27. If you have an account and you log in to this Site, the Site will set a temporary cookie to determine if your browser accepts cookies. This cookie contains no personal data and is discarded when you close your browser. This Site also sets cookies to save your login information and your screen display choices. Generally login cookies last for two days and screen options cookies last for a year. If you log out of your account, the login cookies will be removed. If you select "Remember Me", your login will persist for two weeks. We highly recommend setting your web browser to remove all cookies when the session ends.
28. If you do not want any cookies, your web browser likely includes an option that allows you to not accept them. However, if you set your browser to refuse cookies, some portions of this Site may not function properly.

Links To Other Websites

29. This Site may also include links to other websites. Links to other websites are provided “as is”. These links are provided for your convenience to provide further information. We have no control over the nature, content and availability of those websites. The inclusion of any links does not necessarily imply a recommendation or endorsement of the views expressed within them. We do not warrant, endorse, guarantee, or assume responsibility for any content, product or service advertised or offered by a third party through this Site or any hyperlinked website or featured in any advertising, and will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of content, products or services. We have no responsibility for the content of the linked website(s). Those websites may have different privacy policies. If you click through to another website, you should check the privacy policy of that website, which will usually (but

not always) be posted on the website. We are not be responsible for the protection and privacy of any information which you provide whilst visiting such websites and such sites are not governed by this Agreement.

Responsibility

30. Please act responsibly when using this Site. You may only use this Site and its contents for lawful purposes.
31. You are prohibited from storing, distributing or transmitting any unlawful material through this Site.
32. You agree to respect the privacy of other users. You may not collect or store personal information regarding other users.
33. You agree to respect the intellectual property rights of others.
34. You recognize that storing, distributing or transmitting unlawful material could expose you to criminal and/or civil liability. You agree that if a third party claims that material you have contributed to this Site is unlawful, you will bear the burden of establishing that it is lawful. Any party that makes any claim that material contributed to this Site is unlawful or lawful will bear the burden of establishing that it is unlawful or lawful.
35. In your use of this Site, you agree and understand you may not do any of the following, without limitation:
 1. Remove any copyright, author attribution or other proprietary notations from the materials; or
 2. Use this Site, or advocate for use of this Site, for any unlawful or unauthorized purpose; or
 3. Post, email, upload, transmit or otherwise make available information, materials, or other content that is unlawful, that invades another's privacy or which promotes violence against an individual or group other than in self-defense. We believe in free speech. However, we insist on good manners; or
 4. Upload, download, display, post, email, transmit or otherwise make available or allow anybody else to make available in any manner:
 1. Any information, materials or other content that infringes another's rights, including any intellectual property rights; or
 2. Any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation whether prohibited by local law or not; or
 3. Any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or interfere with or disrupt this Site or any servers or networks connected to this Site, or disobey any requirements, procedures, policies, or regulations of networks connected to this Site; or
 4. Any material you know to be false, misleading, or inaccurate, including any misrepresentation regarding this Site; or
 5. Any material which intimidates, impersonates, or harasses any person or entity, including any of our representatives, employees, and users; or
 6. Any material which, in our sole discretion, constitutes unauthorized or unsolicited advertising, or otherwise solicits funds or is a solicitation for goods or services, or is junk or bulk e-mail, regardless of whether similar communications are prohibited by local law or not; or
 5. Modify, adapt or hack this Site or falsely imply that some other site is associated with this Site; or

6. Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; or
7. In the use of this Site, violate any laws in your jurisdiction (including but not limited to copyright laws); or
8. Transfer the materials to another person or "mirror" the materials on any other server.

Services Performed By This Site

36. The content of the pages of this Site is for your general information, educational purposes and use only. It is subject to change without notice.

Disclaimers

37. The content this Site is for educational purposes only. Any downloadable material including, but not limited to, audio, text or video format is for personal entertainment and individual private education and use only. The information is provided "as is". Your use of any information or materials on this Site is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this Site meets your specific requirements. We, nor any third parties, and each of their respective officers, directors, employees, and agents disclaim all warranties or representations of any kind, express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose and non-infringement, and assumes no liability or responsibility
 1. concerning this Site and your use thereof; or
 2. concerning the timeliness, performance, completeness, omissions, accuracy, errors, reliability, suitability, appropriateness or availability of this Site's content; or
 3. concerning the information, products, services or graphics contained on this Site for any purpose; or
 4. concerning the use, or the results of use, of any product, service or content posted, emailed, transmitted, or otherwise made available via this Site; or
 5. concerning the content of any websites linked to or from this Site; or
 6. concerning personal injury or property damage, of any nature whatsoever, resulting from your access to and use of this Site; or
 7. concerning any bugs, viruses, trojan horses, malicious code or the like which may be transmitted to or through this Site by any third party; or
 8. concerning any interruption or cessation of transmission to or from this Site.
38. While every effort is made to keep this Site up and running smoothly, we do not warrant, and will not be liable for, that the functions contained in this Site will be available, uninterrupted or error-free, that defects will be corrected, or that this Site or the services that make this Site available are free of viruses or other harmful components.
39. Health and fitness information on this Site is provided for educational purposes only. Health and fitness information on this Site does not take into account the medical conditions of individual users. This Site does not provide medical advice. None of the information, ideas, procedures or suggestions presented on this Site should be considered a substitute for personal medical attention, diagnosis, treatment, advice or examination. Always seek the advice of your physician or other qualified health practitioner with any questions you may have regarding a medical condition or before beginning any exercise program, activity or diet, and provide as much relevant information as possible in order that such advisor or professional can take into account all relevant circumstances, objectives and risks before rendering opinions, advice or strategies. Matters regarding your health may require medical supervision. Participating in any exercise program can pose some risk of injury. You agree to assume all risks of injury, harm or loss arising from your use of any workout or exercise program, instructions, techniques, advice, ideas, suggestions or use of any content or

product provided via this Site. You, as a reader of this Site, agree to be totally and completely responsible for your own health and healthcare and other matters.

40. The content on this Site is not intended to be financial, investment, legal, tax, or professional advice. You, as a reader of this Site, should consult a BAR registered attorney or tax professional or a qualified advisor or other appropriate professional for any financial, investment, legal, tax or other matters, and provide as much relevant information as possible in order that such advisor or professional can take into account all relevant circumstances, objectives and risks before rendering opinions, advice or strategies. You agree to assume all risks of injury, harm or loss arising from your use of any instructions, techniques, advice, ideas, suggestions or use of any content or product provided via this Site. You, as a reader of this Site, agree to be totally and completely responsible for your own financial and investment and legal and tax and other matters.
41. We shall not be liable or responsible for any loss, injury or damage to individuals, person(s) or animals allegedly arising from any treatment or any action following the content, information or suggestions offered or provided within or through this Site. You, as a reader of this Site, agree to waive any claim for any loss, injury or damage allegedly arising from any content, information or suggestions within this Site. Any reliance you, as a reader of this Site, place upon this information is strictly at your own risk. You, as the reader of this Site, agree to be responsible for compliance with applicable regional laws, statutes, regulations or otherwise.

Time for Performance

42. This Agreement is in effect every time you use this Site and some provisions may survive indefinitely, at our sole discretion. By using or accessing this Site you acknowledge that you have read this Agreement and agree to be bound by it.

Payment

43. If you elect to purchase any product on this Site, you agree to the pricing, fee, charges, payment and donation terms we provide.
44. All pricing, fees, charges, payment and donations are prepaid and nonrefundable.
45. We reserve the right to add new products or services for additional fees, prices, charges or donations, or amend prices, fees, charges, payments or donations for existing products and services, at any time in our own sole discretion. Any price, fee, charge, payment or donation listed is effective at the time of purchase. You agree to the listed price, fee, charge, payment or donation by completing the purchase. If you purchase a product or service that is time bound, for example one month or six months, then payment is due in full at the moment of purchase. If you wish to extend the time bound product or service, you must purchase again, where the then listed fees, prices, charges, payment or donation applies. There is no recurring billing available.
46. You agree to have an invoice created against you at the time of purchase, and will promptly pay said invoice, where receipt of the payment is to happen within seven (7) days from the creation date of the invoice. If any fee is not paid in a timely manner, we reserve the right to suspend or terminate your access to this Site, and you agree to have a True Bill created against you for the amount of the invoice plus damages.
47. You understand and agree that we may use a third party service provider to process all or parts of billing and cancellations.

Place of Performance

48. This Site is made available at its current Internet domain. We are under no obligation to perform at any other place, including without limitation domains, providers and mirrors. The user agrees to access this Site at its current location only.

Taxes

49. We are not an employer, and the user is not an employee. The user is responsible to pay any and all taxes resulting from the use of this Site. No agency, partnership, joint venture, or employment is created as a result of this Agreement and the user does not have any authority of any kind to bind us in any respect whatsoever.

Fringe Benefits

50. The user is not eligible to take part in any fringe benefits. The user agrees to waive any and all benefits.

Status

51. This Agreement is a private contract.

52. We have the right to control and decide the methods and means of performing this Agreement.

Other Clients

53. We keep the right to perform services for other clients or users.

Assistants

54. The user may employ assistants to help accessing this Site at their own expense. The user is responsible for paying these assistants, as well as any and all expenses attributable to them.

Equipment And Supplies

55. We will not be liable for any equipment or supplies used to access this Site. The user agrees to pay all costs for equipment and supplies used to access this Site, including without limitation hardware or software.

Dispute Resolution

56. If you are dissatisfied with this Site or any content on this Site or any provision of this Agreement, your sole and exclusive remedy is to discontinue using this Site. You release, waive, discharge and covenant for all time not to sue us for any injury or death caused by our negligence or any other acts

57. You agree and accept all of the terms, statements and provisions in this Agreement as their complete understanding and agreement with us. You waive any and all immunities, rights, remedies and defences of protest, objection, rebuttal, argument, appeal and controversy for all time in all jurisdictions. You agree to give up any rights you might possess to have the dispute litigated in a court or jury trial for all time in all jurisdictions. You agree to give up judicial rights to discovery and appeal for all time in all jurisdictions.

Indemnification

58. You agree to indemnify this Site for certain acts and omissions. You agree to indemnify, defend, and hold harmless this Site, its affiliates, officers, directors, employees, consultants, agents, and representatives from any and all third party claims, losses, liability, damages, and/or costs (including without limitation reasonable attorney fees and costs) arising from your access to or use of this Site, your violation of this Agreement, or your infringement, or infringement by any other user of any intellectual property or other right of any person or entity. This Site will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.
59. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

Force Majeure

60. Where we fail to perform our obligations under this Agreement, we are not liable where such failure results from any cause beyond our reasonable control. Such situations include but are not limited to: acts of god, or mechanical, electronic or communications failure or degradation.

Limitation On Claims

61. Any claim or action that any party may have arising from or related to use of this Site or any purchase made through this Site must be filed within one (1) year after the claim or cause of action arises. Any claim or action not filed within such time will be forever barred.

Entire Agreement

62. This Agreement and agreements incorporated by reference (through names of documents or web links) are the entire and complete agreement between the parties. No other agreements shall govern use of this Site. This Agreement replaces and supersedes any conflicting agreements or policies. This Agreement replaces and supersedes any prior agreements.

Section Headings and Summaries

63. The headings to each section of this Agreement and the summaries of each section are not lawfully binding, nor do they have any effect on the proper interpretation of this Agreement. They are exclusively to aid in ease of use. They should not be read in lieu of reading the full Agreement.

Successors And Assignees

64. This Agreement is exclusive to you. You may not assign, transfer or sublicense any of your rights or obligations under this Agreement without the express signed prior written permission of an authorized representative of this Site.
65. We may assign, transfer or delegate any of our rights and obligations under this Agreement without consent.

Notices And Modifications

66. This Site and the products, services and programs described in this Site may be modified, limited or discontinued in our sole discretion and at any time without prior notice. We may also modify or limit this Agreement and any Site-related policies, rules or guidelines in our sole discretion and at any time without prior notice. Revised terms will be effective when posted to this Site unless otherwise provided by us in the revision. Your continued use of this Site after a new User Agreement or any revised policies, rules or guidelines are posted constitutes your agreement to abide by the revised terms. If at any time you disagree with a change in the User Agreement, discontinue using this Site. A user may never modify this Agreement.

Ending Of Contract

67. We may discontinue or terminate this Agreement and this Site in our sole discretion and at any time without prior notice.
68. There are many provisions within this Agreement that by their very nature extend past your cancellation or our termination of this Site. All such terms shall survive cancellation or termination. These terms include but are not limited to:
1. any licenses to information or content provided by you;
 2. ownership provisions;
 3. disclaimers;
 4. indemnity;
 5. limitation of liability; and
 6. the Policy.

Governing Law And Venue

69. This Agreement is made under the right to contract. You agree that no claim of interest in this Agreement shall be assumed other than as expressly stated in this Agreement. You agree that this Agreement will be governed and interpreted exclusively in accordance with the agreement of the parties as expressly stated in this Agreement. You agree that all words in this Agreement are as we understand them. You agree that no section of this Agreement will be assumed to be a voluntary election by any of the parties herein to submit this Agreement or the said parties to any venue of law, jurisdiction, court or tribunal, other than the agreement of the parties as expressly stated in this Agreement. You agree that this Agreement shall not be deemed to be subject to the laws of any Government, any State, political subdivision thereof, or any other legal fiction, procedural phantom, political construct, or any other jurisdiction, real or imagined, unless such election is voluntarily made in signed writing by an authorized representative of this Site. You agree that no one and no person(s) shall have any authority to control any decision regarding this Agreement. You agree that no powers, interest or authority to amend, alter, modify or terminate this Agreement are granted to any party, person, individual, agency, court or entity, real or imagined, other than as expressly stated in this Agreement. You agree that no such powers, interest or authority shall be assumed and that all such powers, interest and authority are expressly prohibited herein. You agree that any representation by any party, person, individual, agency, court or entity, real or imagined, or that any such powers, interest or authority exists, will be deemed a confession by the representing party to joining this Agreement according to the terms in this Agreement (see "Joining This Agreement") for which the *Joinder Fee* is established herein at Ten Million United States Dollars per each such event.

Joining This Agreement

70. It is agreed that a *Joinder Fee* will be established in the amount of Ten Million United States Dollars per each action of a party not named herein that attempts to impair this Agreement or stultify any of the parties thereto, and that this fee shall be due from said party, and that a *True Bill* will be created for this fee. It is agreed that any party that fails to timely pay a *True Bill* agrees to a right of lien having been created and perfected against that party.

Counterparts

71. No counterparts of this Agreement may be created nor signed.

Waiver

72. No waiver of any breach of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof. If one party waives any term or provision of this agreement, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. No waiver of any provision shall be effective unless made in express signed prior writing by an authorized representative of the waiving party. Even if we, or any of our employees, representatives, or other affiliates fail to exercise any rights or remedies under this Agreement, we keep the right to later enforce any part of this Agreement.

Severability

73. If any provision of this Agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this Agreement invalid or unenforceable and such provision will be changed, amended or limited only to the extent necessary to make it valid and enforceable.

Contact

To reach us via the Site, use the Contact page at: <https://www.modernsamurai.info/contact/>

For mail:
Modern Samurai
c/o bpost
Emiel Hertecantlaan 43
Berlare
Belgium

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