



Privacy Policy

The Lodge Social Club.com and Brick and Mortar Location is operated by The Lodge Social Club.com Social Club, LLC, 2900 Thomas Avenue South, Minneapolis, Minnesota 55416 USA ("The Lodge Social Club.com"). For information on how to use the service or to learn more about our membership/programs, please contact Info@TheLodgesocialclub.com

You agree that:

- (a) These Conditions of Website Use and the privacy policy form an agreement between you and The Lodge Social Club.com and Brick and Mortar Location;
- (b) The Lodge Social Club.com and Brick and Mortar Location reserves the right to amend these Conditions of Website Use and the privacy policy from time to time as set out herein; and
- (c) If you object to any provision of these Conditions of Website Use and/or the privacy policy (as applicable from time to time) you must cease accessing and using the Website.

1. Membership and registration

1.1 You may not be a member of The Lodge Social Club.com and Brick and Mortar Location or use the Website if:

- (a) You are under the age of majority in your jurisdiction of residence;
- (b) You are married or in a de facto relationship;
- (c) You have ever been convicted of a violent or sexually related criminal offence; or
- (d) You have previously been banned from using the Website or similar services.

1.2 All personal information you provide to The Lodge Social Club.com and Brick and Mortar Location will be treated in accordance with the privacy policy.

1.3 You must maintain, and are responsible for, the confidentiality of your login and password.

This policy explains our information practices, defines your privacy options and describes how your information is collected and used.

Information Collected and Information Provided

This policy applies to all information collected by The Lodge Social Club.com Website and any information you submit to. You will be required to provide personal information to us when you register as a user of The Lodge Social Club.com Website, or when you complete the REAL REVEAL Assessment. The personal information we may collect includes: the information you submit to The Lodge Social Club.com Website, your name, passwords, user names, addresses, email addresses, phone numbers, age, occupation, which programs/memberships you are interested in, as well as your REAL REVEAL Assessment results.

How we Use Information

Our primary goal in collecting your information is to provide you with a personalized, relevant, and positive experience with The Lodge Social Club.com Website.

You can register on The Lodge Social Club.com Website to receive promotions and updates, or to be contacted to based on your interest in assessments, memberships/programs.

From time to time, you may be invited to participate in optional customer surveys or promotions, and The Lodge Social Club.com may request that you provide some or all of the above listed personal information in those surveys or promotions. We use information collected from surveys and promotions to learn about our customers in order to improve our services and develop new products and services of interest to our customers.

In addition to the personal information you supply, we may collect certain information to evaluate how visitors, guests, and customers use The Lodge Social Club.com Website and Brick and Mortar Location. We collect data to make The Lodge Social Club.com Website work better for you in the following ways: to improve the design of The Lodge Social Club.com Website, to provide personalization on The Lodge Social Club.com Website and to evaluate the performance of our marketing programs. The technologies we may use to gather this non-personal information may include “IP” addresses, “cookies”, browser detection, and “weblogs” or other methods.

IP addresses define the Internet location of computers and help us better understand the geographic distribution of our visitors and customers and manage the performance of The Lodge Social Club.com Website. Cookies are tiny files placed onto the hard drive of your computer when you visit The Lodge Social Club.com Website, so we can immediately recognize you when you return to The Lodge Social Club.com Website and deliver content specific to your interests. You may modify your browser preferences to accept all cookies, be notified when a cookie is set, or reject all cookies. Please consult your browser instructions for information on how to modify your choices about cookies. If you modify your browser preferences, certain features of The Lodge Social Club.com Website may not be available to you.

We may detect the type of web browser you are using to optimize the performance of The Lodge Social Club.com Website and to understand the mix of browsers used by our visitors, guests, and customers. To learn about how people use our site, we examine weblogs, which show the paths people take through The Lodge Social Club.com Website and how long they spend in certain areas.

The Lodge Social Club.com may contract with unaffiliated third parties to provide services such as customer communications, website analytics, advertising and other services. When we do this, we may provide your personally identifiable information to third parties only to provide those services, and they are not authorized to use your personally identifiable information for any other purpose.

Data Security

Access to your data is limited to authorized The Lodge Social Club.com staff or approved vendors. Although total security does not exist on the Internet, The Lodge Social Club.com shall make commercially reasonable efforts to safeguard the information that you submit to The Lodge Social Club.com or that The Lodge Social Club.com collects.

Your Privacy Preferences

When you sign up as a registered user of The Lodge Social Club.com Website you may begin receiving marketing communications such as e-mail newsletters, product and service updates and promotions. Our visitors generally find this type of information useful. If you do not want to receive these updates, you can use any of the following methods to notify The Lodge Social Club.com that you do not want to receive such information: select the “unsubscribe” link at the bottom of the email and follow the instructions; or send an email to info@TheLodgesocialclub.com.

How to Access or Correct Your Information

You can access and maintain your personally identifiable information that we collect by sending us an email to info@TheLodgesocialclub.com. To protect your privacy, we require a user ID and password to verify your identity before granting access or making corrections to such personally identifiable information.

Disclosure of Information

We reserve the right to disclose your personally identifiable information as required by law and when we believe that disclosure is necessary to protect our rights and/or comply with a judicial proceeding, court order or legal process. It is also possible that The Lodge Social Club.com would sell the company or all or substantially all of its assets. In any transaction of this kind, customer information, including your personally identifiable information, may be among the assets that are transferred. If we decide to so transfer your personally identifiable information, you will be notified by an email sent to the last known email address in our files and/or by notice posted on The Lodge Social Club.com Website.

6. Limitation of Liability

- 6.1 For the purposes of this section 6, “The Lodge Social Club.com” includes the physical ‘brick and mortar’ locations, its officers, employees, contractors and agents, whether individually or collectively.

- 6.2 You acknowledge that:
- (a) Your use of the Website is at your own risk;
 - (b) The Lodge Social Club.com is not responsible for your use of or conduct on the Website or that of any other members of the Website;
 - (c) The Lodge Social Club.com and Brick and Mortar Location does not accept liability in any circumstances for the use or conduct of any person on the Website, and does not make any representation or warranty as to the results you may obtain from your use of the Website or any services provided by The Lodge;
 - (d) The Lodge Social Club.com and Brick and Mortar Location does not make any representation or warranty as to the accuracy, reliability or completeness of any content provided by you or any third party (including without limitation any background or research information), or any content contained on the Website or transmitted by other members of the Website.
 - (e) You understand that the ‘‘REAL REVEAL’’ assessment is for entertainment and educational purposes only. The Real Reveal is not to be used as a tool to diagnose and/or treat emotional health/wellness, but rather a resource for you to have a deeper level of self-awareness and understanding of your ‘relationship readiness.’

6.3 You agree to release and hold harmless The Lodge Social Club.com and Brick and Mortar Location from any loss, liability, claim, demand, damage or expense you may incur relating in any way to your use of the Website, or your interactions with any person using the Website, including, without limitation, all claims based on publicity rights, defamation, invasion of privacy, or any other cause of action.

6.4 You agree to indemnify The Lodge Social Club.com and Brick and Mortar Location for any loss, damage, cost or expense it may incur as a result of your use of or conduct on the Website, including but not limited to any breach by you of these Conditions of Website Use.

6.5 To the maximum extent permitted by law, the maximum aggregate liability of The Lodge Social Club.com and Brick and Mortar Location for any claim made by you under or in connection with these Conditions of Website Use or otherwise as a result of your access or use (including misuse) of the Website, whether such liability arises in contract, tort (including negligence), breach of statutory or fiduciary duty or otherwise, will not in any circumstances exceed the lower of the amount paid to The Lodge Social Club.com and Brick and Mortar Location by you in the 3 months prior to the event to which the claim relates, or \$500.00.

6.6 Disclaimer of Implied Warranties

EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH HEREIN, THE LODGE SOCIAL CLUB.COM AND BRICK AND MORTAR LOCATION MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL

PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, NOR DOES THE LODGE SOCIAL CLUB.COM REPRESENT OR WARRANT THAT THE WEBSITE OR SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, SECURE OR THAT ANY DEFECTS OR ERRORS ON THE WEBSITE OR IN THE SERVICE WILL BE CORRECTED.

6.7 No Consequential Damages

IN NO EVENT SHALL THE LODGE SOCIAL CLUB.COM AND BRICK AND MORTAR LOCATION BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT THE LODGE SOCIAL CLUB.COM ND BRICK AND MORTAR LOCATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. NO CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE WEBSITE OR SERVICE OR THE TERMS OF THIS AGREEMENT MAY BE FILED MORE THAN ONE YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE. THIS SECTION 6.7 SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

Intellectual Property Rights

- 7.1 All intellectual property rights (including the various rights conferred by statute, common law and equity in and in relation to copyright, patents, trade-marks, service marks, trade names and/or designs (including the "look and feel" and other visual or non-literal elements) (whether registered or unregistered) in:
- (a) The Website;
 - (b) Subject to section 7.4, information content on the Website; and
 - (c) All the Website design, text and graphics, software, photos, videos, music, sounds, and their selection and arrangement, and all software compilations, underlying source code and software (including applets and scripts), are owned by or licensed The Lodge Social Club.com and Brick and Mortar Location. You shall not, and shall not attempt to, obtain any title to any such intellectual property rights. All rights are reserved by the Lodge.
- 7.2 None of the material listed in section 7.1 may be reproduced or redistributed or copied, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, sold, rented or sub-licensed, used to create derivative works, or in any way exploited without the prior express written permission of The Lodge Social Club.com. You may, however, retrieve and display the content of the Website on a computer screen (including any tablet or smart phone device), store such content in electronic form on disk (but not on any server or

other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website without the express prior written permission of The Lodge Social Club.com.

- 7.3 All rights (including goodwill and, where relevant, trade-marks) in the name The Lodge Social Club.com are owned by or licensed to The Lodge Social Club.com. Other product and company names mentioned on the Website are the trademarks or registered trademarks of third parties.
- 7.4 Title, ownership rights and intellectual property rights in and to content accessed using the Website is the property of the applicable content owner or supplier and may be protected by applicable copyright or other law. Subject to the limited rights described in section 7.2, this Agreement gives you no rights to such content.
- 7.5 The authors of the literary and artistic works in the pages in the Website have asserted their moral rights to be identified as the author of those works.
- 7.6 Any material you transmit, post or submit to The Lodge Social Club.com either through the Website or otherwise (“Material”) shall be considered (and The Lodge Social Club.com may treat it as) non-confidential (subject to The Lodge Social Club.com’s obligations under our Privacy Policy and any applicable privacy legislation). You grant The Lodge Social Club.com a royalty-free, perpetual, irrevocable, non-exclusive license to use, copy, modify, adapt, translate, publish and distribute worldwide any Material and any Ideas. You hereby waive all moral rights in and to all Material and Ideas that you transmit, post or submit to The Lodge Social Club.com in favor of The Lodge Social Club.com.
- 7.7 All comments, suggestions, ideas, notes, drawings or concepts in which intellectual property rights subsist which are disclosed or offered to The Lodge Social Club.com and Brick and Mortar Location by you or offered in response to solicitations by The Lodge Social Club.com regarding the Website (“Ideas”) shall be deemed to be and shall remain the property The Lodge Social Club.com and you hereby assign all existing present and future intellectual property rights in Ideas to The Lodge Social Club.com. You must do all things reasonably requested and execute any such further documents as may be required by The Lodge Social Club.com to assure further the assignment of such rights. You understand and acknowledge that The Lodge Social Club.com has both internal resources and other external resources, which may have developed or may in the future develop ideas identical to or similar to Ideas, and that The Lodge Social Club.com is only willing to consider Ideas on these terms. Ideas are not submitted in confidence and The Lodge Social Club.com assumes no obligation, express or implied by considering them. Without limitation, The Lodge Social Club.com will exclusively own all now known or hereafter existing rights to the Ideas of every kind and nature throughout the world and shall be entitled to unrestricted use of the Ideas for any purpose whatsoever, commercial or otherwise without compensation to the provider of the Ideas.

Links to other websites

- 8.1 The Website may contain links to other websites and to resources provided by third parties (Other Sites). The Other Sites are linked to provide information only and are solely for your convenience.
- 8.2 The Lodge Social Club.com has no control over, does not accept and assumes no responsibility for the content or products or services of Other Sites and does not accept any responsibility for any loss or damage that may arise from your use of them.
- 8.3 If you choose to access Other Websites, you do so at your own risk and on the Conditions of Website Use and in accordance with the privacy policy (if applicable) of the Other Websites.
- 8.4 The Website may also feature advertising by third parties. By allowing third parties to advertise on the Website, The Lodge Social Club.com does not make any representations or warranties in respect of or endorse the products or services advertised.

9. Your obligations

- 9.1 You acknowledge that you use and access the Website at your own risk.
- 9.2 You alone are responsible for the content you submit (“User Contributions”) to the Website or to any other member of the Website;
- 9.3 You warrant to The Lodge Social Club.com and Brick and Mortar Location that all User Contributions are true and correct and relates to you personally. You acknowledge that The Lodge Social Club.com and Brick and Mortar Location has the right, but not the obligation, to verify the accuracy of your User Contributions if necessary.
- 9.4 You warrant that all Materials, Ideas, and User Contributions are original to you, do not violate any law, and that you have obtained all necessary rights in and to such Material and Ideas and all their components (if applicable) to post, upload, or otherwise submit it to or through the Website. You further warrant that all User Contributions will comply with the following Content Standards:

User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material, which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material (or contain nudity or pornography), violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- 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 Conditions of Website Use or our Privacy Policy.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.

- 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, or alarm any other person. of any third party and you indemnify The Lodge Social Club.com and Brick and Mortar Location for any loss or damage it suffers as a result of such warranty.

9.7 You must comply with all applicable laws for registration and use of the contact portal.

9.8 Prohibited Uses

You may use the Website and Brick and Mortar Location only for lawful purposes and in accordance with these Conditions of Website 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, which does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any junk mail, chain letter, or spam, or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail 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 the Company or users of the Website or expose them to liability or otherwise attempt to interfere with the proper working of the Website.

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 unauthorized purpose 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 which 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.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

9.5 Your membership is for personal use only and not for business or commercial purposes.

9.6 You warrant to The Lodge Social Club.com that any content you submit to the Website, including but not limited to photographs, text and software does not breach the intellectual property rights of any third party and you indemnify The Lodge Social Club.com and Brick and Mortar Location for any loss or damage it suffers as a result of such warranty.

9.7 You must comply with all applicable laws for registration and use of the contact portal.

9.8 Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Conditions of Website 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, which does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any junk mail, chain letter, or spam, or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without

limitation, by using e-mail 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 the Company or users of the Website or expose them to liability or otherwise attempt to interfere with the proper working of the Website.

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 unauthorized purpose 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 which 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.

In addition, you may under no circumstances:

- Provide or share your login or password with third parties;
- Use in your profile names, addresses, telephone or fax numbers, e-mail addresses, user names, or other contact data from messenger services or other Internet services; intentionally declare the data of third parties (including email address) as your own;
- Provide the bank account or credit card information of third parties; make personal information, such as names, telephone and fax numbers, residential and e-mail addresses, photo-/video data and / or URLs known to third parties without the consent of its respective owner; or
- Use the Website in an impermissible commercial or business manner as described in Section 9.9 below.

9.9 An impermissible commercial or business use in the sense of this provision is in particular:

- (a) The provision of goods or services in return for payment of any kind, the solicitation of an offer, or a reference to an attainable offer elsewhere;

- (b) The usage of commercial internet sites for advertising, particularly those sites that offer chargeable goods or services that are used for displaying or advertising companies or for advertising other commercial web sites. This is especially true for advertising in the form of pop-ups, banner ads or flashy or particularly highlighted links;
- (c) Linking (directly or indirectly) to the contact portal of another operator;
- (d) The naming of value-added service numbers (in particular 1-8XX numbers) or value-added SMS numbers (premium SMS) under this contact portal;
- (e) The contact for the purpose of subsequent profit, especially by subsequent reference to value-added SMS or 1-900 or 1-8XX numbers;
- (f) The search for employees, models, etc. for agencies or for chargeable service providers;
- (g) The business of collecting profile data that is accessible within the contact portal or asking about data (e.g. telephone-/mobile number) of other customers, e.g. for the purpose of commercial exploitation, or promotion or resale;
- (h) To make advertising to other clients of the service or to other customers in any form for business offers and the sending of messages that serve a business purpose. This relates in particular to the setting of relevant links in the data profiles or sending messages with the internal communication systems.

9.10 If the customer breaches any of the obligations listed in this section 9, The Lodge Social Club.com and Brick and Mortar Location can be entitled to require compensation for any resulting damage or expenses.

13. General

13.1 Force Majeure

- (a) For the purposes of this section 13.1, “Force Majeure Event” means any act or event beyond the reasonable control of The Lodge Social Club.com and Brick and Mortar Location, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- (b) The Lodge Social Club.com and Brick and Mortar Location will not be liable for any failure to perform or any delay in performance of, any of its obligations under these Conditions of Website Use caused by a Force Majeure Event.
- (c) In the event of a Force Majeure Event that results in services being unable to be provided for 14 days or more, either party may terminate

this agreement with immediate effect upon written notice to the other and neither party will have the right to claim compensation from the other.

13.2 Notices

- (a) Notices to The Lodge Social Club.com
 - (i) Any notice to be served on The Lodge Social Club.com under these Conditions of Website Use must be in writing and may be served:
 - (A) By hand delivery to:
The Lodge Social Club.com
2900 Thomas Avenue South
Minneapolis, Minnesota 55416 USA
 - (B) By prepaid mail to:
The Lodge Social Club.com
2900 Thomas Avenue South
Minneapolis, Minnesota 55416 USA
 - (C) By Fax : 612-354-7340
 - (D) By email to: Support
 - (ii) A notice will be considered received by The Lodge Social Club.com:
 - (A) If hand delivered before 5.00 pm on a Business Day, otherwise on the next Business Day;
 - (B) If sent by pre-paid mail, on the tenth Business Day after posting; or
 - (C) If transmitted by facsimile before 5:00 pm on a Business Day and a complete transmission report is received on the day of transmission, provided that if the recipient receives by facsimile transmission a notice that is illegible, the recipient must notify the sender immediately and the sender must continue to retransmit the notice until the recipient confirms that it has received a legible notice; and
 - (D) If emailed, on the date recorded on the device from which you sent the email, unless you receive an automated message that the email has not been delivered,

Except that a delivery by hand, fax or email received after 5:00 pm or on a day that is not a Business Day will be deemed to be given on the next Business Day.

- (b) Notices to you
 - (i) Any notice to be served on you under these Conditions of Website Use must be in writing and may be served on you at the email address you use as your login to the Website or may be sent to you using any other contact information you have provided to The Lodge Social Club.com.

(ii) A notice will be considered received by you on the date recorded on the device from which The Lodge Social Club.com sends the email, unless The Lodge Social Club.com receives an automated message that the email has not been delivered and except that an email received by you after 5:00 pm or on a day that is not a Business Day will be deemed to be given on the next Business Day, or on the tenth Business Day after posting.

(c) Definitions

For the purposes of this section, “Business Day” means any day, which is not a weekend or a public holiday in the place where a notice is to be received.

13.4 Relationship of the parties

The agreement does not create a partnership, joint venture or relationship of principal and agent between the parties.

13.5 Severability

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

13.6 Amendments

The Lodge Social Club.com and Brick and Mortar Location reserves the right to restrict, suspend or otherwise change any aspect of the Terms of Use, the Website and the services. We may modify in whole or in part these Terms of Use at any time.

13.7 Entire agreement

This agreement supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties.

13.8 Applicable Law and Jurisdiction

All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Minnesota. All disputes and claims between The Lodge Social Club.com, the Brick and Mortar Location and you including, but not limited to all disputes relating to any provision of this Agreement, to any standard, procedure or other obligation of The Lodge Social Club.com or its agents or the breach thereof (including, without limitation, any claim that this Agreement, any provision thereof, any specification, standard, operating procedure or any other obligation of you or The Lodge Social Club.com is illegal, unenforceable or voidable under any law, ordinance or ruling) shall be settled by binding arbitration administered by the American Arbitration Association pursuant to its Commercial Arbitration Rules. Arbitration will be held in accordance with the United States Arbitration Act (9 U.S.C. § 1 et seq.). The arbitration shall be held in Minneapolis, Minnesota or the city in which The Lodge Social Club.com’s headquarters are located at the time

the arbitration is initiated. The Lodge Social Club.com and you acknowledge that judgment upon an arbitration award may be entered in any court of competent jurisdiction. Any arbitration proceeding shall be conducted on an individual basis and not on a multi-plaintiff, consolidated, collective or class-wide basis. If for any reason the arbitration provision set forth above is not enforceable, any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Minnesota in each case located in the City of Minneapolis and County of Hennepin, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

13.9 Waiver

No waiver by The Lodge Social Club.com or the Brick and Mortar Location of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by The Lodge Social Club.com. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13.10 Force Majeure

The Lodge Social Club.com and Brick and Mortar Location shall not be liable or responsible to you, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by any Force Majeure Event.

13.11 Survival

Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement.