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SMITH & FIFTH

441 Smithfield Rd
Pittsburgh, PA 15222
(216) 464-2860
hello@starkenterprises.com

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Effective Date

June 07, 2021

Your Acceptance of These Terms of Use

These Terms of Use apply to all users of this Site. By using this Site you are agreeing to comply with and be bound by these Terms of Use. If you do not agree to these Terms of Use, you may not access or use this Site.

The Site is intended for use by residents of the United States ("U.S.") or non-residents that agree to use the Site in accordance with U.S. laws, these Terms of Use and our Privacy Policy. By using the Site, you further represent and warrant that you (i) are located inside the U.S., or (ii) are located outside the European Union ("EU") and agree to be bound by U.S. laws. You may not use the Site from the EU. Use of and access to the Site is void where prohibited.

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By agreeing to these Terms of Use, you agree to the terms of our Privacy Policy, which is expressly incorporated herein. Before using this Site, please carefully review our Privacy Policy. All Personal Information provided to us as a result of your use of this Site will be handled in accordance with our Privacy Policy.

Your Consent to Other Agreements

We may also require you to follow additional rules, guidelines or other conditions to sign up to use various special features or password-protected areas of this Site, to participate in certain promotions or activities available through this Site, or for other reasons. In such cases, you may be asked to expressly consent to these additional terms, for example, by checking a box or clicking on a button marked "I agree." This type of agreement is known as a "click-through" agreement. If any of the terms of a click-through agreement are different than the terms of these Terms of Use, the terms of the click-through agreement will supplement or amend these Terms of Use, but only with respect to the matters governed by the "click-through agreement."

Ownership of this Site and its Content

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Because we do not control the User-Generated Content posted on or through this Site, we cannot and do not warrant or guarantee the truthfulness, integrity, suitability, or quality of that User-Generated Content. You also agree and understand that by accessing this Site, you may encounter User-Generated Content that you may consider to be objectionable. We have no responsibility for any User-Generated Content, including without limitation any errors or omissions therein. We are not liable for any loss or damage of any kind you claim was incurred as a result of the use of any User-Generated Content posted, e-mailed, transmitted or otherwise made available on or through this Site. The User-Generated Content posted on or through this Site expresses the personal opinions of the individuals who posted it and does not necessarily reflect the views of Smith & Fifth or any person or entity associated with Smith & Fifth.

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We may disclose and/or remove User-Generated Content. Smith & Fifth reserves certain rights. We reserve the right (but do not assume the obligation) to monitor all User-Generated Content. We reserve the right to require that you avoid certain subjects, if we believe that doing so will help ensure compliance with applicable laws. We reserve the right (but do not assume the obligation) to remove or block any User-Generated Content at any time without notice at our sole and absolute discretion. We reserve the right to disclose any User-Generated Content and the identity of the user who posted it in response to a subpoena or whenever we believe that disclosure is appropriate to comply with the law or a court order, to prevent or investigate a possible crime or other violation of law, to protect the rights of Smith & Fifth or others, or to enforce these Terms of Use. In addition, we reserve the right (but do not assume the obligation) to terminate your access to and use of this Site, or to censor, edit or block your transmissions thereto in our sole discretion. You agree that our exercise of such discretion shall not render us the owners of User-Generated Content you post, and that you will retain ownership thereof as described above.

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 - any User-Generated Content that is unlawful, harmful, hateful, threatening, abusive, harassing, libelous, defamatory, obscene, vulgar, pornographic, profane, racially disparaging, indecent, or invasive of another's privacy;
 - any User-Generated Content that constitutes or promotes any illegal activity, including, without limitation, any User-Generated Content constituting or encouraging conduct that would be a criminal offense, give rise to civil liability or otherwise violate any local, state, national or foreign law;
 - any User-Generated Content that is false, misleading, or fraudulent;
 - any User-Generated Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information or proprietary and confidential information

- learned or disclosed as part of employment relationships or under nondisclosure agreements);
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 - any request for or solicitation of any personal or private information from any individual;
 - any request for or solicitation of money, goods, or services for private gain;
 - 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
 - any User-Generated Content that contains advertising, promotions or marketing, or which otherwise has a commercial purpose;
- impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; or
 - violate any local, state, national or international law, rule or regulation.

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The term "Feedback" refers to the Content you post on or through this Site that is specifically about how we can improve this Site and the products and services we make available through this Site.

The term "including" means "including, but not limited to."

The term "Personal Information" refers to information that identifies you personally, alone or in combination with other information available to us. Examples of Personal Information include your name, address, and e-mail address.

The term "User-Generated Content" refers to all of the text, photographs, images, illustrations, graphics, sound recordings, video, audio-video clips, and other Content that you post on or through this Site using the social networking tools we make available to you and that does not constitute Feedback. One way that User-Generated Content differs from other information you provide to us is that, once submitted, User-Generated Content is made available instantaneously to others who visit this Site. Examples of User-Generated Content include comments posted to discussion boards or beneath stories available on this Site.

Waiver

Our failure at any time to require performance of any provision of these Terms of Use or to exercise any right provided for herein will not be deemed a waiver of such provision or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by Smith & Fifth of any breach of any provision of these Terms of Use or of any right provided for herein will be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under these Terms of Use.

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If any provision of these Terms of Use is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms of Use will remain in full force and effect.

Governing Law, Jurisdiction and Venue

These Terms of Use will be governed under the laws of the State of Ohio without regard to its conflicts of law provisions. All actions or proceedings arising out of or relating to these Terms of Use will be venued exclusively in state or federal court in Cuyahoga County, Ohio. You hereby irrevocably consent and submit to the personal jurisdiction of said courts for all such purposes. However, we retain the right to bring legal proceedings in any jurisdiction where we believe that infringement of these Terms of Use is taking place or originating.

Indemnity

You agree to indemnify and hold Smith & Fifth, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of this Site in violation of these Terms of Use and/or arising from a breach of these Terms of Use and/or any breach of your representations and warranties set forth above and/or if any material that you post using this Site causes us to be liable to another. We reserve the right to defend any such claim, and you agree to provide us with such reasonable cooperation and information as we may request.

Code of Conduct

All of our buildings, parking facilities, pedestrian walkways and other common areas are privately owned. We reserve the right to define the rules of conduct acceptable to us in order to determine admission to the property. Failure to abide by these rules may result in expulsion, banning, arrest and/or prosecution for criminal trespass. Please enjoy your visit with us and if you have any questions, please do not hesitate to contact us at 216.464.2860.

This property provides a venue for shopping and entertainment purposes of our guests. Discourteous behavior, standing, walking, or sitting in areas that may cause any inconvenience to others, is not permitted.

Respect others. Loud, disorderly, or disruptive conduct is prohibited, including the use of obscene or insulting language/gestures, running, yelling, fighting, boisterous behavior, throwing objects, littering, playing radios, unauthorized singing or dancing, skating, skateboarding, or rollerblading are not permitted. Minors must not continually congregate in groups larger than four. To enforce the rules applicable to minors, we require all patrons on our property to carry appropriate identification with proof of age.

Solicitation, picketing or rallying, conducting of surveys, distributing literature, offering any items for sale, soliciting signatures or personal information of any kind (including names, phone numbers, etc.), videotaping or photographing is prohibited without the express written permission of the owner.

Appropriate attire, including shirts and shoes, must be worn when visiting this property. Items of clothing with obscene, suggestive, or offensive messages are not permitted.

Excessive loitering is not permitted on property.

Park at your own risk. We are not responsible for theft or damage to your vehicle.

Parking is permitted in designated parking spaces only. No overnight parking. We reserve the right to ticket or remove any vehicles at the owner's expense for failure to comply with this code of conduct.

Extended sitting in vehicles on property is not allowed. No drag racing or opening hoods on vehicles for show.

All persons under the age of 18 are expected to be in school during school hours and may be asked to leave the property.

Pets are welcome on leashes. Owners must clean up after them.

Anyone creating a panic situation or vandalizing the property will be arrested and prosecuted to the fullest extent allowable by law.

These Terms of Use May Change

We reserve the right to update or modify these Terms of Use at any time, without prior notice, by posting the revised version of these Terms of Use behind the link marked "Terms of Use" at the bottom of each page of this Site. These changes will be effective as of the date we post the revised version on this Site. Your continued use of this Site after we have posted the revised Terms of Use constitutes your agreement to be bound by the revised Terms of Use.

For your convenience, whenever these Terms of Use are changed, we will alert you by posting a notice on our home page for sixty days. We will also update the "effective date" at the top of this page. If more than sixty days go by between your visits to this Site, be sure you check the effective date to see if these Terms of Use have been revised since your last visit.

You may access the current version of these Terms of Use at any time by clicking on the link marked "Terms of Use" at the bottom of each page of this Site.

Entire Agreement

These Terms of Use (together with our Privacy Policy and any click-through agreements applicable to you) contain the entire understanding and agreement between you and Smith & Fifth with respect to this Site and supersede all previous communications, negotiations, and agreements, whether oral, written, or electronic, between you and Smith & Fifth with respect to this Site and your use of this Site.