

Terms of Use

Last Updated: December 4, 2024

These Terms of Use (“**Terms**”) constitute an agreement between you (“**you**”) and Live Summer Inc. and its affiliates or assigns (collectively, “**Summer**,” “**we**,” “**us**” or “**our**”). By accessing our websites, our platforms through which services may be provided, or by posting on our blog or social media, (collectively, the “**Platform**”), you signify that you have read, understand, and agree to be bound by these Terms. The Platform may be accessible via websites or applications, whether owned and/or operated by us or third parties, including without limitation, through our websites at <https://www.gosummer.com> and <https://www.summeros.com> and any of our related applications. Please read these Terms carefully. You should print a copy of these Terms for your records.

Your Information and Disclosure to Third Parties

You agree to provide accurate, current, and complete information about yourself when you use the Platform and to update such information while you continue to use the Platform.

Summer has made a commitment to protecting the privacy of those who use the Platform. Please review our Privacy Policy. The Platform’s Privacy Policy is incorporated by reference in these Terms. By using the Platform, you are consenting to and agreeing to be bound by the Privacy Policy.

Consent to Communications

When you use the Platform, you consent to receive communications from us electronically via the Platform, email, or otherwise.

Account Registration

You may be given the opportunity to register to create a user account (“Your Account”). By registering you represent and warrant that all information that you provide on the registration form is current, complete and accurate to the best of your knowledge. You agree to maintain and promptly update your registration information on the Platform so that it remains current, complete and accurate. During the registration process, you may be required to choose a password and/or user name. You acknowledge and agree that Summer may rely on this password or user name to identify you. You shall be responsible for protecting the confidentiality of your user name(s) or password(s), if any. You are responsible for all use of Your Account, regardless of whether you authorized

such access or use, and for ensuring that all use of Your Account complies fully with the provisions of these Terms of Use.

Any conduct that in Summer's sole discretion restricts or inhibits anyone else from using or enjoying the Platform will not be permitted. Summer reserves the right in its sole discretion to remove or edit User Content by you and to terminate Your Account for any reason.

Mobile Devices and Mobile Applications

If you use a mobile device to access the Platform optimized for mobile-viewing, opt in to receive SMS (text messages) from Summer (as/when available), or use a mobile application, the following additional terms and conditions ("**Mobile Terms**") also apply to you. Your access to the Platform via your mobile device or use of a mobile application confirms your agreement to these Mobile Terms, as well as the rest of the Terms.

You may opt in to receive SMS text messages on your mobile device. Your consent is not required as a condition of purchasing any goods or services from us. Data obtained from you in connection with this text messaging service may include your mobile phone number, your carrier's name, and the date, time, and content of your messages and other information you provide to Summer as part of this service. Summer may use this information to contact you and provide services you request from Summer.

Summer will not be liable for any delays in the receipt of any text messages. Delivery is subject to effective transmission from your network operator. You understand that wireless service through Wi-Fi or a participating mobile service provider may not be available in all areas at all times and may be affected by product, software, coverage or other service changes made by your mobile service provider or otherwise. You agree that you are solely responsible for all message and data charges that apply to use of your mobile device to access the Platform or use of a mobile application. All such charges are billed by and payable to your mobile service provider. Please contact your participating mobile service provider for pricing plans, participation status and details.

Eligibility

You represent and warrant that you: (a) are at least twenty-five (25) years of age, unless otherwise required under applicable law; (b) have not previously been suspended or removed from the Platform; (c) do not have more than one account at any given time for the Platform; (d) will only provide us with true, accurate, current and complete information if you register for an account—if we believe or suspect that your information is not true, accurate, current or complete, we may deny or terminate your access to the Platform (or any portion thereof); and (e) have full power and authority to

enter into these Terms and in doing so will not violate any other agreement to which you are a party.

User Content

You are solely responsible for the content and information (collectively referred to as “User Content”) that you post or upload on the Platform. By submitting User Content to the Platform, you automatically grant Summer the royalty-free, perpetual, irrevocable, non-exclusive right and license, but not the obligation, to use, publish, reproduce, modify, adapt, edit, translate, create derivative works from, incorporate into other works, distribute, sub-license and otherwise exploit such User Content (in whole or in part) worldwide in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such User Content, without payment to you or to any third parties.

User Content uploaded or otherwise communicated on the Platform shall comply with all applicable law and regulations, which you are responsible for knowing and understanding. You are prohibited from posting or otherwise communicating to us, or any other user of the Platform any offensive, inaccurate, incomplete, abusive, obscene, profane, threatening, intimidating, harassing, racially offensive, or illegal material, or any material that infringes or violates another person's rights (including intellectual property rights, and rights of privacy and publicity).

You understand and agree that we, without any obligation to do so, may monitor or review any User Content you post, upload or otherwise communicate through the Platform. We reserve the right to remove any such User Content, in whole or in part, at our sole discretion, that violates these Terms, is likely to harm our reputation, is deemed inappropriate or otherwise poses a risk of harm to any other person. We reserve the right to deactivate Your Account or otherwise prevent your use and/or participation on Platform at any time and for any reason.

You agree that we may access, preserve and disclose your account and any User Content posted, uploaded, received or otherwise communicated if required to do so by law or with the good faith belief that such access, preservation or disclosure is reasonably necessary to: (i) comply with an enforceable subpoena or other legal process; (ii) enforce these Terms; (iii) respond to claims that any information violates the rights of third parties; (iv) respond to your requests for customer service or allow you to use the Platform in the future; or (v) protect the rights, property or personal safety of Summer or its members, employees, agents, affiliates, residential communities or any other person.

If it is determined that you retain moral rights (including rights of attribution or integrity) in the User Content, you hereby declare that (a) you do not require that any personally

identifying information be used in connection with the User Content, or any derivative works of or upgrades or updates thereto; (b) you have no objection to the publication, use, modification, deletion and exploitation of the User Content by Summer or its licensees, successors and assigns; (c) you forever waive and agree not to claim or assert any entitlement to any and all moral rights of an author in any of the User Content; and (d) you forever release Summer, and its licensees, successors and assigns, from any claims that you could otherwise assert against Summer by virtue of any such moral rights. You also permit any other user to access, view, store or reproduce the User Content for that user's personal use.

User Content submitted by you will be considered non-confidential and Summer is under no obligation to treat such User Content as proprietary information except pursuant to Summer's Privacy Policy. Without limiting the foregoing, Summer reserves the right to use any User Content as it deems appropriate, including, without limitation, deleting, editing, modifying, rejecting, or refusing to post it. Summer is under no obligation to edit, delete or otherwise modify User Content once it has been submitted to Summer. Summer shall have no duty to attribute authorship of User Content to you, and shall not be obligated to enforce any form of attribution by third parties.

Intellectual Property

The Platform, the content, any materials downloaded, and all intellectual property pertaining to or contained on the Platform (including but not limited to copyrights, patents, database rights, graphics, designs, text, logos, trade dress, trademarks, and service marks) are owned by Summer or third parties; all rights, title, and interest will remain the property of Summer and/or such third-party owner, as applicable. All content is protected by trade dress, copyright, patent, and trademark laws, as well as various other intellectual property and unfair competition laws.

You are authorized to view and retain a copy of pages of the Platform only for your own personal, non-commercial use. You may also view and make copies of relevant documents, pages, images, or other materials on the Platform for the purpose of transacting business with Summer. You agree that you will not duplicate, publish, modify, create derivative works from, participate in the transfer of, or in any way distribute or exploit the Platform, or any portion of the Platform, for any public or commercial use, without the express written consent of Summer. Additionally, you agree that you: (a) will not remove or alter any author, trademark, other proprietary notice, or legend displayed on the Platform (or printed pages produced from the Platform), and (b) will not make any other modifications to any documents obtained from the Platform other than in connection with completing information required to transact business with Summer.

User Review Policy

The Platform allows certain users to submit reviews about property management companies and individuals. For reviews left by users, Summer does not: (a) control the content of reviews; (b) discourage or encourage negative or positive reviews; or (c) endorse, review, oppose, or recommend any property management companies or individuals that are reviewed on the Platform.

By submitting a review, you represent and warrant that: (i) your review is appropriate, accurate, and true; (ii) your review is not defamatory, illegal, obscene, threatening, harassing, invasive of privacy, infringing on intellectual property rights, profane, hate speech, or otherwise objectionable; (iii) your review complies with all applicable laws and regulations, including any laws and regulations relating to personal information; and (iv) your review complies with these Terms.

SUMMER SHALL NOT HAVE ANY LIABILITY UNDER ANY THEORY OF LIABILITY OR INDEMNITY IN CONNECTION WITH A REVIEW POSTED BY ANY USER.

Ratings and Summer Review Policy

The Platform may display a numerical or star rating of property management companies and individuals. These ratings are based on aggregate ratings posted by users on the Platform and/or third-party platforms like AirBnB. Summer may also provide reviews that summarize reviews posted by users on the Platform and/or third-party platforms. These summary reviews represent our attempt to give an overall sense of others' opinions. While we strive to summarize them accurately, we encourage users to also read the user reviews directly.

Summer cannot and does not make any representation or warranty as to the accuracy or truth of any facts or ratings provided by a user of the Platform or any third-party platforms.

Summer may also provide its own reviews or ratings on the Platform of products, services, and service providers. These reviews and ratings may be based on and/or incorporate the views of Summer's staff, individual feedback provided directly to Summer, and/or third-party reviews and ratings.

If you believe a review or summary review violates these Terms, please notify us at legal@gosummer.com, providing the URL of the page where the review is located, evidence that you are the property manager or individual that is the subject of the review, and a substantive description of your concerns relating to the review. Summer reserves the right in its sole discretion, but has no affirmative obligation, to remove a review or a portion of a review for any or no reason without notice.

No Financial, Legal, or Professional Advice

SUMMER IS NOT A FINANCIAL, LEGAL, OR PROFESSIONAL ADVISOR. THE PLATFORM AND ALL CONTENT WITHIN, INCLUDING BUT NOT LIMITED TO REVIEWS AND RATINGS, ARE FOR INFORMATION PURPOSES ONLY. THE PLATFORM AND ALL CONTENT WITHIN ARE NOT INTENDED TO PROVIDE LEGAL, TAX, INVESTMENT, REAL ESTATE, FINANCIAL, OR OTHER PROFESSIONAL ADVICE.

You are responsible for making your own financial and property management decisions, and you expressly acknowledge that Summer makes no guarantees that any of the property managers or other professionals reviewed, listed, referenced, or otherwise made available through the Platform will result in financial success of any kind. You are solely responsible for assessing each property, property manager, tax implications, legal implications, and other factors when selecting a property manager or other professional. Summer expressly disclaims all liability arising out of or relating to the selection of a professional for any of your needs, including a property manager for a property owned or operated by you.

Intellectual Property Infringement

Summer respects the intellectual property rights of others, and we ask you to do the same. Summer may, in appropriate circumstances and at our discretion, terminate service and/or access to the Platform to users who infringe the intellectual property rights of others. If you believe that your work is the subject of copyright infringement and/or trademark infringement and appears on the Platform and/or in the Service, please provide notice to Summer at legal@gosummer.com. The notice must include all of the following information:

- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (b) Identification of the copyrighted and/or trademarked work claimed to have been infringed, or if multiple works at a single online location are covered by a single notification, a representative list of such works at that location;
- (c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled at the Platform, and information reasonably sufficient to permit Summer to locate the material;
- (d) Information reasonably sufficient to permit Summer to contact you as the complaining party, such as an address, telephone number, and, if available, an e-mail address at which you may be contacted;

- (e) A statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright and/or trademark owner, its agent, or the law; and
- (f) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Summer's agent for notice of claims of copyright or trademark infringement can be reached at legal@gosummer.com.

Please also note that for copyright infringements under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

Submitting a DMCA Counter-Notification

We will notify you that we have removed or disabled access to copyright-protected material that you provided if such removal is pursuant to a valid Digital Millennium Copyright Act, 17 U.S.C. Section 512 *et seq.* ("**DMCA**") take-down notice that we have received. If you receive such notice from us, you may provide us with a counter-notification, in writing, to Summer at legal@gosummer.com that includes all of the following information:

- (a) Your physical or electronic signature;
- (b) Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
- (c) A statement from you, under penalty of perjury, that you have a good-faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- (d) Your name, physical address, and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which Summer may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

Termination of Repeat Infringers

Summer reserves the right, at its sole discretion, to terminate access of any user of the Platform who is the subject of DMCA or other infringement notifications.

Use of Information and Materials

The information and materials contained on the Platform, and these Terms, policies, and descriptions on the Platform, are subject to change. You accept sole responsibility for all of your activities using the Platform. Your use of the Platform is limited to the intended function of the Platform. Unauthorized use of the Platform and systems, including but not limited to unauthorized entry into Summer's systems or misuse of any information posted on the Platform, is strictly prohibited. You may not use the Platform in a manner that:

1. harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of any party (including but not limited to rights of publicity or other proprietary rights);
2. is unlawful, fraudulent, or deceptive;
3. uses technology or other means to access content or systems of Summer in a manner that is not authorized by Summer;
4. uses or launches any automated system, including, without limitation, "robots," "spiders," or "offline readers," to access content or systems of Summer;
5. attempts to introduce viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment;
6. attempts to gain unauthorized access to Summer's computer network or user accounts;
7. encourages conduct that would constitute a criminal offense or that gives rise to civil liability;
8. violates these Terms or any other Summer policies;
9. attempts to damage, disable, overburden, or impair Summer servers or networks;
10. fails to comply with applicable third-party terms; or
11. constitutes any other inappropriate conduct, as determined by us in our sole discretion.

System Outages, Slowdowns, and Capacity Limitations

At times you may experience difficulty accessing the Platform or communicating with Summer through the Internet, or other electronic wireless services, as a result of high Internet traffic, transmission problems, systems capacity limitations, or other problems. Any computer system or other electronic device, whether it is yours, an Internet service

provider's, or Summer's, can experience unanticipated outages or slowdowns or have capacity limitations. Summer is not responsible for failure or delay of performance caused by such problems.

Security

Summer makes no warranty whatsoever to you, express or implied, regarding the security of the Platform, including with respect to the ability of unauthorized persons to intercept or access information transmitted by you through the Platform. You acknowledge and agree that you are solely responsible for maintaining the security of your devices and passwords. Summer is not responsible for any losses resulting from the loss or theft of your device, the loss or theft of your information transmitted from or stored on your devices, or any losses arising from the use of your device by someone to whom you have given access. You are required to notify us of any unauthorized use of the Platform by contacting us at legal@gosummer.com.

To protect the security of your information, Summer may require you to authenticate your identity (*i.e.*, prove that you are who you say you are) when you use the Platform.

Links to Other Websites and Services

The Platform may contain links to outside services and resources, the availability and content of which Summer does not control. We are not responsible for examining or evaluating, and we do not warrant the offering of these services and resources or the content of these websites. Summer does not assume any responsibility or liability for the actions, products, and content of these and any other websites. Any concerns regarding any such services or resources should be directed to the service or resource.

Affiliate Links and Commission

The Platform may contain links to affiliate websites, and we may receive an affiliate commission for any purchases made by you on the affiliate website using such links. We are members of various affiliate programs, such as the Amazon Services LLC Associates Program, an affiliate advertising program designed to provide a means for us to earn advertising fees by linking to Amazon.com and affiliated websites.

Severability/No Waiver

If any provision of these Terms shall be deemed unlawful, void, or unenforceable for any reason, then such provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. Summer's failure to enforce the strict performance of any provision of these Terms or the additional terms and conditions for any product or service will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of these Terms or the additional terms and conditions.

Limitation of Liability

To the maximum extent permitted by law, Summer, and its subsidiaries, affiliates, officers, directors, employees, and agents, will not be liable to you for any lost profits, revenues, financial losses, or any indirect, special, consequential, exemplary, or punitive damages of any kind. To the maximum extent permitted by law, the total liability of Summer, and its subsidiaries, affiliates, officers, directors, employees, and agents, for any claim, cost, damage, or loss arising out of or relating to the Platform, including for any warranties that may not be excluded, shall not exceed the amount you paid to Summer during the twelve months prior to the event giving rise to the liability or \$10.00, whichever is greater (the "Liability Cap"). Summer and you agree that the Liability Cap shall include all forms of damages.

Some jurisdictions do not allow the exclusion or limitation of liability for certain types of damages. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

Disclaimers

THE PLATFORM IS PROVIDED TO YOU ON AN "AS-IS" AND "AS-AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SUMMER MAKES NO WARRANTY THAT (A) THE PLATFORM WILL MEET YOUR REQUIREMENTS, (B) THAT OPERATION OF THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (C) THE CONTENT THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM WILL BE ACCURATE OR RELIABLE. SUMMER UNDERTAKES NO OBLIGATION TO UPDATE THE PLATFORM. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SUMMER, OR THROUGH THE PLATFORM SHALL CREATE ANY WARRANTY REGARDING THE PLATFORM NOT EXPRESSLY STATED IN THESE TERMS. YOU UNDERSTAND AND ACKNOWLEDGE THAT ADDITIONAL DISCLAIMERS, LIMITATIONS, AND NOTICES REGARDING THE PLATFORM AND ITS CONTENT AND DATA MAY BE PROVIDED BY SUMMER FROM TIME TO TIME WITHIN THE PLATFORM.

WE DO NOT WARRANT THAT THE PLATFORM WILL OPERATE ERROR-FREE OR THAT THE PLATFORM AND ITS SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL CONTENT. IF YOUR USE OF THE PLATFORM, THE MATERIAL, OR THE SOFTWARE RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, WE ARE NOT RESPONSIBLE FOR THOSE COSTS.

YOU ARE SOLELY RESPONSIBLE FOR MAKING ALL DECISIONS TO COMPLY WITH ALL APPLICABLE LAWS, REGULATIONS, CODES, OR STANDARDS.

Indemnification

You will defend, indemnify, and hold us harmless from and against any actual or threatened suit, actions, proceedings (at law or in equity), claims, damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs, and expenses (including reasonable attorneys' fees, costs, penalties, interest, and disbursements) arising from or related to your conduct with respect to the Platform (including any reviews) or violation (or alleged violation) of these Terms. Under no circumstance will Summer be liable for damages of any kind that result from your use of, or the inability to use, the Platform.

Termination

We may terminate or suspend your access to the Platform, delete your account and any content or information or prohibit you from using or accessing the Platform (or any portion, aspect or feature of the Platform) if you violate these Terms, effective immediately, which may result in the forfeiture and destruction of all information associated with you and your activities in connection with the Platform. We may also terminate your account without cause for convenience upon written notice. If you wish to terminate your account, you may do so by following the instructions on the Platform. Any fees paid hereunder are non-refundable. In the event of termination, you will still be bound by your obligations under these Terms.

Changes

You are responsible for reviewing these Terms regularly. Summer reserves the right, at any time, without notice to you, and in its sole discretion, to modify or discontinue the Platform, these Terms, or any Summer policies related to use of the Platform. Revisions to these Terms or Summer's policies may be provided through the Platform, including by posting the revisions on the Platform and updating the "Last Updated" date. Such revisions will go into immediate effect once posted to the Platform. Continued use of the Platform following such modifications to the Platform, these Terms, additional terms and conditions for any service, or other Summer policies will constitute your acceptance of such modifications and revisions.

Legal Disputes

YOU AND SUMMER AGREE TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT

YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS ACCESS TO DISCOVERY, ALSO MAY BE UNAVAILABLE OR LIMITED IN ARBITRATION.

Any dispute between you and Summer arising from or relating to these Terms and their interpretation or the breach, termination or validity thereof, the relationships which result from these Terms, including disputes about the validity, scope or enforceability of this arbitration provision (collectively, “**Covered Disputes**”), will be settled by binding arbitration.

Prior to initiating any arbitration, the initiating party will give the other party at least 60 days advance written notice of its intent to file for arbitration. Summer will provide such notice by either email to your e-mail address on file with Summer or by mail to your mailing address on file with Summer and you must provide such notice to Summer by email to legal@gosummer.com.

During such 60-day notice period, the parties will endeavor to settle amicably by mutual discussions any Covered Disputes. Failing such amicable settlement and expiration of the notice period, either party may initiate arbitration. The arbitrator will conduct any arbitration proceedings by telephone or videoconference unless in-person appearances are requested by you or Summer and approved by the arbitrator. Any in-person appearances will be held at a location mutually agreed upon by you and Summer, or, in the absence of such agreement, at a location determined by the arbitrator. The arbitrator will have the power to grant whatever relief would be available in court under law or in equity and any award of the arbitrator will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. The arbitrator will apply applicable law and the provisions of these Terms and the failure to do so will be deemed an excess of arbitral authority and grounds for judicial review.

Summer and you agree that any Covered Dispute hereunder will be submitted to arbitration on an individual basis only. Neither Summer nor you are entitled to arbitrate any Covered Dispute as a class, representative or private attorney action and the arbitrator(s) will have no authority to proceed on a class, representative or private attorney general basis. If any provision of the agreement to arbitrate in this section is found illegal or unenforceable, the remaining arbitration terms shall continue to be fully valid, binding, and enforceable (but in no case will there be a class, representative or private attorney general arbitration). These Terms and related transactions will be subject to and governed by the Federal Arbitration Act, 9 U.S.C. sec. 1-16 and, where otherwise applicable, by the laws of the State of Delaware.

Unless you and Summer agree otherwise, in the event that it is determined or these Terms provide that a claim should not proceed through arbitration, you agree that any claim or dispute (with the exception of a claim or dispute appropriately lodged in any small claims court in the United States of America) shall be resolved in the United

States District Court for the District of New York, and you submit to the personal jurisdiction of that court. If subject matter jurisdiction (including diversity jurisdiction) does not exist in the United States District Court for the District of New York for any such claim, then the exclusive forum and venue for any such action shall be the courts of the State of New York and you submit to the personal jurisdiction of that court.

Miscellaneous Provisions

These Terms constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all previous written or oral agreements between the parties with respect to such subject matter. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

Summer's failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these Terms.

Summer may assign its rights and duties under these Terms to any party at any time without notice to you.

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions will continue in full force.

Contact Us

If you have any questions regarding the Platform, please feel free to send us an email at hey@gosummer.com.