

Terms and Conditions

Terms of Service

Saena, LLC. All rights reserved.

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Welcome to Saena LLC's Angel Bake web site. Thank you for your interest in our products and shopping with us.

This website is operated by Saena, LLC. Throughout the site, the terms "we", "us" and "our" refer to Saena, LLC. Saena, LLC offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before purchasing a product, accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new products, features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

We reserve the right to revise and update these Terms and Conditions at any time and at our sole discretion. All changes are effective once posted and apply thereafter. Please review this document time to time to be appraised of changes.

You must be 18 years old to purchase products from this web site.

About Saena and Angel Bake

Saena, LLC. is a Portland, Oregon based company specializing in baking products. Saena, LLC. has operated as Saena Foods and its products are sold under the Saena Baking Co. & Angel Bake brand name. You can contact Saena, LLC. by sending email to info@Saenafoods.com.

Product Quality and Allergies

Individuals with any type of food Allergies, including allergies to nuts, tree nuts, grains - wheat, dairy, soy, eggs, shellfish or food additives, preservatives, coloring, or oils should not consume this product! Our products are made with equipment which may have come into contact with items which consumer may be allergic to. Saena, LLC. is not responsible for any adverse health effects and or allergic reactions deemed to have been caused as a result of coming into contact with or consuming its products. Saena LLC makes no claims as to the fitness of this product for consumption by anyone with any form of allergies.

Saena, LLC. HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Our Gluten Free products are produced in a facility with a Gluten Free process. We test samples of each production run by an independent lab and maintain those results, which we can share with customers by request. We verify that the test results meet Gluten Free requirements. Saena, LLC. however cannot and does not warrant or certify the Gluten content of its products after the product leaves our facilities or warehouse. Consumers who are allergic or sensitive to gluten are encouraged to test for gluten content before consuming any of our products or any food item made with the Angel Bake products.

Product shelf life and nutrition facts are determined by third party lab and not by Saena, LLC.

Return Policy

At Saena, we are committed to providing you with the highest quality products and exceptional customer satisfaction. If, for any reason, you are not completely satisfied with your purchase, please review our return policy below:

Customer Contact: Before initiating a return, we kindly request that you contact us via email at info@saenafoods.com within 2-3 days of receiving your order. Please include the following information in your email: Your full name, shipping address, attached invoice or order number, contact information (phone number and email). Please include detailed explanation of your concern or issue with our product

Damaged Items: Saena, LLC is dedicated to packaging your order with the utmost care to prevent damage during transit. However, in the rare event that your product arrives damaged, please contact us immediately with photographic evidence of the damaged item, and we will work swiftly to resolve the issue.

Returns and Refunds: all sales are considered final. As a company dedicated to quality and safety, we are unable to resell any returned food products due to health and safety regulations. Therefore, returns of food products will not be accepted. All refunds are subject to shipping and restocking fees.

Non-Food Items: For non-food items such as kitchen accessories or bakeware, we accept returns within 10 days of your order's delivery date. The item must be unused, in its original packaging, and accompanied by the attached invoice.

Shipping Damages: Saena, LLC is not responsible for any damage incurred during shipping. However, if your product arrives damaged, please contact us as described above, and we will assist you in filing a claim with the shipping carrier.

We value your business and are committed to ensuring your satisfaction with our products. If you have any questions or concerns about our return policy, please do not hesitate to contact us.

Order Cancellations:

Orders can be cancelled prior to fulfillment. Please contact us via email.

Fulfillment and Shipment

We currently sell to US customers only. Your packages will be shipped using USPS Priority mail service or carrier of our choosing. You will receive a tracking ID once the product is shipped. Depending on your shipping zone (relative to Portland, OR), your shipment may take 2-4 days or longer before it reaches its destination. We strive to ship orders within 1-2 business days depending on our volume and the time the order is placed. No product will be shipped on Saturdays, Sundays or on US holidays. We make no warranties as to when you'll receive your package, other than using USPS priority mail to ship your product within 1-2 business days of the order. Saena, LLC. cannot be held responsible for any delivery service failures in the event that carrier does not deliver your package on-time or damages the package during transit (whether due to carrier negligence or acts of nature). We assume no liability for lost or stolen packages due to theft, negligence by carrier or incorrect shipping information.

Online Store Terms

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence, and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

General Conditions

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

Accuracy, Completeness, and Timeliness of Information

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

Modification to the Service and Prices

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

All sales are final. Any coupons, discount codes, promotion codes must be supplied, applied at the time of purchase. We have no mechanism or business process for refunding price adjustments after a purchase.

Our products will go on sales from time to time, and we will issue coupons or offer promotional discount programs at a time of our choosing and to individuals and or businesses of our choosing.

Products or Services

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the

right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

Accuracy of Billing and Account Information

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

Optional Tools

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

Third Party Links

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

User Comments, Contributions, Feedback and Other Submissions

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any rights of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

Personal Information

Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy.

Errors, Inaccuracies and Omissions

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

Prohibited Uses

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Saena, LLC, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless Saena, LLC and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of 9707 NW Fleischner Street, Portland, OR, 97229, United States.

CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

Website usage

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Saena LLC, its licensors or other providers of such material

and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website without permission from Saena, LLC. Any usage of content, including modification of content, for use of any content for commercial purposes of any nature is strictly prohibited.

Trademarks

The Company name, the terms, the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

Copyright Infringement

If you believe that any User Contributions violate your copyright, please send us a notice of copyright infringement. It is the policy of the Company to terminate the user accounts of repeat infringers.

Dispute Resolution; Arbitration

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH SAENA, LLC. AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

A. **a) Binding Arbitration**

Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and Saena, LLC. agree (a) to waive your and Saena, LLC's respective rights to have any and all Disputes arising from or related to these Terms, or the Sites, Content or Products, resolved in a court, and (b) to waive your and Saena, LLC.'s respective rights to a jury trial. Instead, you and Saena, LLC. agree to arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

B. **No Class Arbitrations, Class Actions or Representative Actions**

You and Saena, LLC. agree that any Dispute arising out of or related to these Terms or the Sites, Content or Products is personal to you and Saena, LLC. and that such Dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. You and Saena, LLC. agree that there will be no

class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, you and Saena, LLC. agree that a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

C. Federal Arbitration Act

You and Saena, LLC. agree that these Terms affect interstate commerce, and that the enforceability of this Section shall be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the "FAA"), to the maximum extent permitted by applicable law.

D. Notice; Informal Dispute Resolution

You and Saena, LLC. agree that each party will notify the other party in writing of any arbitrable or small claims Dispute within thirty (30) days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute informally. Notice to Saena, LLC. shall be sent by certified mail or courier to Saena, LLC., Inc., Attn: General Counsel, 10950 Sherman Way, Suite 140, Burbank CA, 91505. Your notice must include (i) your name, postal address, telephone number, the email address you use or used for your Saena, LLC. account and, if different, an email address at which you can be contacted, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. Our notice to you will be sent certified U.S. Mail and will include (i) our name, postal address, telephone number and an email address at which we can be contacted with respect to the Dispute, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that we are seeking. If you and Saena, LLC. cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable party, then either you or Saena, LLC. may, as appropriate and in accordance with this Section, commence an arbitration proceeding or, to the extent specifically provided for in Paragraph (a) of this Section, file a claim in court.

E. Process

EXCEPT FOR DISPUTES IN WHICH EITHER PARTY SEEKS TO BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT OR SEEKS INJUNCTIVE OR OTHER EQUITABLE RELIEF FOR THE ALLEGED UNLAWFUL USE OF INTELLECTUAL PROPERTY, INCLUDING, WITHOUT LIMITATION, COPYRIGHTS, TRADEMARKS, TRADE NAMES, LOGOS, TRADE SECRETS OR PATENTS, YOU AND SAENA, LLC. AGREE THAT ANY DISPUTE MUST BE COMMENCED OR FILED BY YOU OR SAENA, LLC. WITHIN ONE (1) YEAR OF THE DATE THE DISPUTE AROSE, OTHERWISE THE UNDERLYING CLAIM IS PERMANENTLY BARRED (WHICH MEANS THAT YOU AND SAENA, LLC. WILL NO LONGER HAVE THE RIGHT TO ASSERT SUCH CLAIM REGARDING THE DISPUTE). You and Saena, LLC. agree that (i) any arbitration will occur in the State of California, County of California, (ii) arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the American Arbitration Association ("AAA"), which are hereby incorporated by reference, and (iii) that the state or federal courts of the State of California and the United States, respectively, sitting in the State of California, County of Los Angeles, have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county of your billing address if the Dispute meets the requirements to be heard in small claims court.

F. Authority of Arbitrator

As limited by the FAA, these Terms and the applicable AAA rules, the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action,

which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

G. Rules of AAA

The rules of AAA and additional information about AAA are available on the [AAA website](#). By agreeing to be bound by these Terms, you either (i) acknowledge and agree that you have read and understand the rules of AAA, or (ii) waive your opportunity to read the rules of AAA and any claim that the rules of AAA are unfair or should not apply for any reason.

H. Severability

If any term, clause or provision of this Section is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses and provisions of this Section will remain valid and enforceable. Further, the waivers set forth in Paragraph (b) of this Section are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

I. Opt-Out Right

You have the right to opt out of binding arbitration within thirty (30) days of the date you first accepted the terms of this Section by writing to: Saena, LLC., Attn: General Counsel, 10950 Sherman Way Suite 140, Burbank CA, 91505. In order to be effective, the opt out notice must include your full name and clearly indicate your intent to opt out of binding arbitration.

Waiver and Severability

No waiver of by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Saena, LLC. with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.