

## Shield IOT Terms of Service

These Terms of Service, as amended from time to time, together with any other terms, agreements and policies referenced herein (which constitute an integral part hereof) (these “**Terms**”) constitute a legally binding agreement between Shield I.O.T Ltd., a company incorporated under the laws of Israel (the “**Company**”) and the customer executing or otherwise accepting the Order Form which refer to these Terms (respectively, the “**Customer**” and the “**Order Form**”). The Terms govern the manner in which the Customer and its users (each, a “**User**”) may use and access the Company's Service (as defined below) in a subscription model. The Order Form may be completed and entered-into in various ways, including online form, in-product screen or an offline form delivered by Customer to the Company.

### 1. The Service

- 1.1. Subscription to the Service. The Company's Service is an IOT security and monitoring platform, which detects anomalies through monitoring of network statistics (the “**Service**”). Customer may access and use the Service, solely for Customer’s internal business operations (the “**Purpose**”).
- 1.2. Subscription Limitations. The right to use and access the Service as set forth in Section 1.1 above, is granted solely to the Customer and its Users, and is limited, non-transferable, non-exclusive, non-assignable and non-sub-licensable.
- 1.3. Access. In order to provide the Service, Customer shall procure for the Company and provide the Company access to the Customer's network statistics from the connectivity provider, used by the Customer.
- 1.4. Modification or Discontinuation of the Service. The Company may change or update the Service at any time, and in case of material changes, the Company will notify Customer by posting an announcement on the Company’s website, through the Service or by email.
- 1.5. EXCEPTIONS. SUBSCRIPTION TO THE SERVICE DOES NOT INCLUDE SECURITY ASSESSMENT, AUDIT OR CONSULTING, PENETRATION TESTING, INVESTIGATION OF SECURITY BREACHES, RESOLUTION OF VULNERABILITIES, OR OTHER SIMILAR PROFESSIONAL SERVICE, AND SUCH SERVICE ARE THE SOLE RESPONSIBILITY OF THE CUSTOMER.

### 2. Free Trial; Pre-Released Service

- 2.1. Trial Service. The Company may offer, from time to time, some or all of its Service on free trial versions (“**Trial Service**”). The term of the Trial Service shall be as set forth in the Order Form, unless modified or terminated earlier by either party, for any reason or for no reason. The Company reserves the right to modify, cancel and/or limit this Trial Service at any time and without liability.
- 2.2. Pre-released Service. The Company may offer, from time to time, certain Service in an alpha or beta versions (the “**Pre-Released Service**”) and will use best endeavors to identify such Pre-Released Service as such. Pre-Released Service are Service that are still under development, and as such they may be inoperable or incomplete, and may contain bugs, suffer disruptions and/or not operate as intended and designated, more than usual.
- 2.3. Governing Terms of Trial Service and Pre-released Service. The Trial Service and Pre-Released Service are governed by these Terms, provided that notwithstanding anything in these Terms or elsewhere to the contrary, in respect of Trial Service and Pre-Released Service (i) Trial Service and Pre-Released Service are provided hereunder on as “As-Is” “As Available” basis, with no warranties, express or implied, of any kind; (ii) The indemnity undertakings by us set forth in Section [13.1](#) herein shall not apply; and (iii) IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF COMPANY, ITS AFFILIATES OR ITS THIRD-PARTY SERVICE PROVIDERS, UNDER, OR OTHERWISE IN CONNECTION WITH, THESE TERMS (INCLUDING THE SITES, THE SERVICE AND THE THIRD PARTY SERVICE), EXCEED US\$100. The Company makes no promises that any Trial Service and/or Pre-Released Service will be made available to the Customer and/or generally available.

### 3. Registration to the Service

- 3.1. Account Registration. In order to use the Service, each User shall register and create an account (the “**Account**”). In the event that a User is the first user of the Service on behalf of a Customer, such User will automatically be considered the Customer’s administrator (the “**Administrator**”), unless and until such time as such role is transferred to another User of the Customer. The Administrator is considered a representative of the Customer for any and all purposes. The Company reserves the right to refuse a User’s registration or to block User’s access to the Service, at the Company’s discretion.
- 3.2. Account Information. As part of the registration process, Users may be required to provide the Company with certain personal information (including, name, phone number, organizational or personal e-mail address, etc.) and to select a password. Customer is responsible that each User shall provide the Company with accurate, complete, and updated registration information. Customer shall notify the Company immediately of any breach of security or unauthorized use of an Account. Customer is solely responsible and liable for the activity that occurs in the Accounts and for the use of the Service by its Users. Customer shall (i) not allow anyone other than Customer’s Users to access and use the Accounts; (ii) keep, and ensure that Users keep all Account login details and passwords secure at all times; (iii) ensure that the login details for each User may only be used by that User, and that multiple people may not share the same login details.
- 3.3. Administrator Control. The Administrator shall have control over all Accounts and may have the ability to: (i) access information about Users’ activities; and (ii) monitor and manage Users’ Accounts. The Administrator may specify additional Users who will gain Administrator privileges.
- 3.4. Administrator Responsibility. The Administrator is responsible for the internal management and administration of the Service within the Customer’s Accounts. In addition, the Administrator is responsible for: (i) maintaining the confidentiality of the passwords of the Accounts; (ii) designating those individuals who are authorized to access the Accounts; and (iii) performing monitoring to ensure the protection of Customer’s Users’ privacy and compliance with applicable law.

### 4. License to Customer Data

While using the Service, certain data may be uploaded or transferred to the Service to be processed by the Service on the Customer’s behalf (the “**Customer Data**”). As between the Customer and the Company, all rights in the Customer Data shall remain with Customer. Users must follow the Customer’s policies, guidelines and procedures concerning any use or transfer of Customer Data via the Service. Customer hereby grants the Company and its Sub-processors an irrevocable, perpetual, non-exclusive, worldwide, royalty-free, fully paid, sub-licensable right and license to access, use, process, copy, download, store, distribute and display the Customer Data, solely for the purpose of maintaining and providing the Service and as required to resolve technical and security problems or otherwise as permitted by these Terms or in writing by Customer. Customer represents and warrants that (i) Customer owns or has all the necessary licenses, rights, consents, approvals and permissions to grant the Company the aforementioned right and license and to authorize the Company and its Sub-processors to access, use, process, copy, download, store, distribute and display the Customer Data, without infringing or violating any copyrights, privacy rights, publicity rights, trademarks or any other contractual, intellectual property or proprietary of any third party; (ii) any Customer Data and any use thereof do not and shall not violate any applicable laws, including those related to data privacy or data transfer and export or any policies and terms governing such Customer Data; and (iii) no sensitive data that is protected under a special legislation and requires unique treatment (such as personal data, protected health information or credit, debit or other payment card data) will be transferred to the Service.

### 5. Intellectual Property and Right to Use

- 5.1. Company Intellectual Property. All right, title and interest in the Service, including without limitation, any content, materials, software, know-how, data files, documentation, code, SDK, API, design, text, media, methodologies, artwork, names, logos, trademarks and Service marks (excluding Customer Data), any and all related or underlying technology and any updates, new versions, modifications, improvements, developments or derivatives thereof, belongs to the Company and its licensors and these Terms do not convey to the Customer or the Users any interest in or to the Service, except for a limited right of use as set forth herein, terminable in accordance with these Terms.
- 5.2. Prohibited Use. Customer and its Users may not, and may not permit or aid others to: (i) use the Service for any purpose other than the Purpose; (ii) copy, modify, alter, translate, emulate, create derivative works based on, or reproduce the Service (or any part thereof); (iii) give, publish, sell, distribute, assign, pledge or transfer (by any means), display, sublicense, rent, lease or otherwise share the rights granted under these Terms to any third party, including, but not limited to Customer's affiliates, or use the Service in any Service bureau arrangement; (iv) reverse engineer, de-compile, decrypt, revise or disassemble the Service or any part thereof, or extract source code from the object code of the Service; (v) access or use the Service in order to build a competing product or Service or for benchmarking purposes; (vi) bypass any measures the Company may use to prevent or restrict access to the Service, and/or take any action intended to circumvent or disable the operation of any security feature or measure of the Service; (vii) access the Service or Company's systems via any means other than through the interface provided by the Company, or via automated means, including by crawling, scraping, caching or otherwise; (viii) use the Service in any manner that is illegal or not authorized by these Terms; (ix) take any action that imposes or may impose (as determined by the Company in its sole discretion) an unreasonable or disproportionately large load on Company's (or Company's Service providers') infrastructure; (x) interfere or attempt to interfere with the integrity or proper working of the Service; (xi) remove, deface, obscure, or alter Company's or any third party's identification, attribution or copyright notices, trademarks, or other proprietary rights affixed to or provided as part of the Service; (xii) provide any third party access to the Service; or (xiii) provide public access to results obtained by the Service. Customer will be solely and fully liable for any acts, omissions, or violation of these Terms by its Users and to any losses, damages, liability and expenses incurred by Company or a third party due to any unauthorized use of the Service by the Customer or by any of its Users or third party on behalf of the Customer.
- 5.3. Feedback. Customer shall notify the Company of any and all design or functional errors, anomalies, and problems associated with the Service discovered or brought to its attention by its Users, and may provide the Company suggestions, comments or any other feedback regarding the Service (the "**Feedback**"). Any such Feedback shall become the Company's sole property without any restrictions. The Company may use any Feedback at its sole discretion, free from any right of the Customer or any third party and without any obligation towards Customer. Customer hereby assigns to Company all right, title, and interest worldwide in the Feedback and any intellectual property rights related thereto, and explicitly and irrevocably waives any and all claims associated therewith. Customer shall not provide the Company with any Feedback which infringes any third party right.
- 5.4. Intellectual Property Infringements. In the event that the Company believes that the Service, or any part thereof, may infringe intellectual property rights of third parties, then the Company may, in its sole discretion: (i) obtain (at no additional cost to Customer) the right to continue to use the Service; (ii) replace or modify the allegedly infringing part of the Service so that it becomes non-infringing while giving substantially equivalent performance; or (iii) if the Company determines that the foregoing remedies are not reasonably available, then the Company may require that use of the (allegedly) infringing Service (or part thereof) shall cease and in such an event Customer shall receive a prorated refund of any Fees paid for the unused portion of the Subscription Term. THIS SECTION **Error! Reference source not found.** STATES COMPANY'S SOLE AND ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY, FOR ANY INTELLECTUAL

PROPERTY INFRINGEMENT OR MISAPPROPRIATION BY THE COMPANY AND/OR THE SERVICE AND/OR ANY SUPPORTING SERVICE AND UNDERLYING TECHNOLOGY.

## **6. Privacy; Data Protection; Anonymous Information**

6.1. Security. Company agrees, during the Subscription Term, to implement reasonable industry-standard, technical, and organizational security measures to protect Customer Data.

## **7. Third Party Software and Service**

7.1. Sub-processors. Customer acknowledges that the Service are hosted and made available by certain sub-processors of the Company (the "**Sub-processors**"). The Company may remove, add or replace its Sub-processors from time to time, at its sole discretion.

7.2. Free Software. The Service may include third party "open source" or "Free Software" components that are subject to third party terms and conditions ("**Third Party Terms**"). If there is a conflict between any Third Party Terms and the terms of these Terms, then the Third Party Terms shall prevail but solely in connection with the related third party component. The Company represents and warrants that it is in compliance with the notice and attribution aspects of the Third Party Terms.

7.3. Third Party Infrastructure. Company is not responsible for any delays, delivery failures, or any other loss or damage resulting from the hosting, storage or transfer of software or data over communications networks and facilities, and to the performance of any third-party communication, data, hosting or storage provider, and the Customer acknowledges that the Service may be subject to interruptions, limitations, delays and other risks associated with the use of such hosting, storage and communications facilities.

## **8. Termination**

8.1. Termination for Cause. A breach of obligations by either party hereto which is not cured within 10 days from receiving notice thereof, shall entitle the non-breaching party to immediately terminate these Terms by written notice. Notwithstanding, if a party files for petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law or any other law for the relief of, or relating to, debtors, now or hereafter in effect, or makes any assignment for the benefit of creditors or takes or becomes subject to any action in furtherance of any of the foregoing, the other party will be entitled to terminate these Terms immediately by written notice.

8.2. Termination or Suspension by Company. Company may terminate or suspend Customer's use of and access to the Service (or any part thereof) immediately, without prior notice or liability, if Customer breaches, or fails to comply with, any of the provisions contained in these Terms, and in each of the following events: (i) the Company believes, in its sole discretion, that Customer or any third party is using the Service in a manner that may impose a security risk, may cause harm to the Company or any third party, and/or may create any liability to the Company or any third party; (ii) if the Company believes, in its sole discretion, that Customer or any third party is using the Service in breach of these Terms or applicable laws; or (iii) if the Company is unable to charge the Fees through Customer's approved payment means or if any payment is or is likely to become, overdue. The aforementioned rights are in addition to any rights and remedies that may be available to the Company in accordance with these Terms and/or under any applicable law.

8.3. Termination by Customer. Customer may terminate its Subscription to the Service by cancelling its Subscription, whereby termination will take effect at the end of the then-current Subscription Term and shall not derogate from Customer's obligation to pay the applicable Fees for the Subscription Term.

8.4. Effect of Termination. Unless expressly indicated otherwise in these Terms, the termination or expiration of these Terms shall not relieve Customer from its obligation to pay due Fees. Upon termination or expiration of these Terms, Customer's Subscription and all rights granted to Customer and the Users hereunder shall terminate, and Customer shall cease to use and have access to the Service and any Customer Data and shall

remove any Service components from Customer's systems. Customer is solely responsible to export all available Customer Data prior to such termination or expiration, and following termination or expiration, the Company may delete the Customer Data without retaining any copy thereof. In addition, Customer shall return or destroy, at Company's choice, Company's Confidential Information (as defined below) then in Customer's possession and Customer shall have no claim against the Company in this regard.

8.5. Survival. All the provisions of these Terms which by their nature should survive termination (including, without limitation, confidentiality, ownership and intellectual property, warranty disclaimers and limitations of liability) shall remain in full force and effect following termination thereof, for any reason whatsoever. Termination of these Terms shall not relieve Customer from any obligation arising or accruing prior to such termination or limit any liability which Customer otherwise may have to the Company.

## 9. Confidentiality

9.1. Confidential Information. For purposes of these Terms, the term "**Confidential Information**" shall mean any and all non-public business, product, technology and marketing data and information, whether written, oral or in any other medium disclosed or otherwise provided by either party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"), that is either identified as such or should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information shall not include any information which the Receiving Party can prove: (a) is publicly available at the time of disclosure or subsequently becomes publicly available through no act or omission of the Receiving Party in breach of these Terms; (b) is already known to the Receiving Party at the time of disclosure; (c) is disclosed to the Receiving Party free from confidentiality obligations by a third party who is not, to the knowledge of the Receiving Party, in breach of an obligation of confidentiality; or (d) was or is independently developed by the Receiving Party without use of or reliance upon the Confidential Information.

9.2. Confidentiality Obligations. Receiving Party undertakes and warrants that: (i) it shall hold the Confidential Information of Disclosing Party in confidence and shall take all reasonable steps to safeguard and protect the Confidential Information including, without limitation, those steps that it takes to protect its own Confidential Information of a similar nature; (ii) it shall not disclose or otherwise provide any Confidential Information to any third party without the prior written consent of the Disclosing Party, except to those of its employees who have a need to know such Confidential Information for the purpose of fulfilling this Agreement and provided that such employees are bound by written confidentiality obligations which are at least as restrictive as those contained herein; (iii) it shall not copy or use the Confidential Information for any purpose except to the extent required to perform its obligations, or exercise its rights, hereunder, whilst maintaining the Disclosing Party's interests; and (iv) if the Receiving Party is requested or legally compelled to disclose any Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body, the Receiving Party shall make best efforts to provide the Disclosing Party prompt notice thereof, and, at the request and expense of the Disclosing Party, uses reasonable efforts to limit such disclosure to the extent requested. Receiving party's obligations with respect to Confidential Information shall expire five (5) years from the date of termination or expiration of the last Subscription Term, unless under applicable law a longer period of protection applies.

9.3. Company reserves the right to access, read, preserve, and disclose any information that it obtains in connection with the Service as the Company reasonably believes necessary to: (i) satisfy any applicable law, regulation, legal process, subpoena or governmental request, (ii) enforce this Agreement, including to investigate potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to Customer's support requests, and/or (v) protect the rights, property or safety of the Company, its users or the public.

## 10. Warranty and Disclaimer

- 10.1. THE COMPANY DOES NOT WARRANT, UNDERTAKE OR GUARANTEE THAT ANY OR ALL ANOMALIES OR SECURITY ISSUES WILL BE DISCOVERED, REPORTED OR REMEDIED, OR THAT THERE WILL NOT BE ANY SECURITY BREACHES OR VULNERABILITIES IN CUSTOMER'S PRODUCTS, SYSTEMS AND TECHNOLOGY. EXCEPT AS EXPLICITLY SET FORTH HEREIN, THE SERVICE AND ANY RELATED SERVICE ARE SUPPLIED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT WARRANTIES, GUARANTEES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, COMMON LAW OR OTHERWISE. COMPANY DOES NOT WARRANT THAT THE USE OF THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR WILL MEET CUSTOMER'S SPECIFIC REQUIREMENTS OR EXPECTATIONS, OR THAT ANY INFORMATION OR ADVICE OBTAINED BY CUSTOMER AS A RESULT OF CUSTOMER USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER THROUGH OR FROM THE USE OF THE SERVICE SHALL CREATE ANY WARRANTY OR IMPOSE ANY LIABILITY NOT EXPRESSLY STATED IN THESE TERMS.
- 10.2. COMPANY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE SERVICE AND CUSTOMER'S USE THEREOF, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AVAILABILITY, SECURITY, COMPATIBILITY OR NON-INFRINGEMENT.
- 10.3. CUSTOMER IS RESPONSIBLE TO ASSURE THAT THE SERVICE WILL NOT INTERFERE WITH THE OPERATION OF THE CUSTOMER'S PRODUCTS AND SERVICE, SUCH THAT THE CUSTOMER'S PRODUCTS AND SERVICE SHALL PROPERLY FUNCTION EVEN IF THE SERVICE, OR ANY PART THEREOF, IS DISABLED.

## **11. Limitation of Liability**

NOTWITHSTANDING ANYTHING IN THESE TERMS OR ELSEWHERE TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

- 11.1. IN NO EVENT SHALL COMPANY, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, AFFILIATES, AGENTS, MEMBERS OR EMPLOYEES BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY: (I) SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES; (II) LOSS OF OR DAMAGE TO CUSTOMER'S SYSTEMS, DEVICES, DATA, INFORMATION, GOODWILL, PROFITS, SAVINGS, OR PURE ECONOMIC LOSS; (III) THE FAILURE OF INDUSTRY STANDARD SECURITY MEASURES AND PROTECTIONS; AND/OR (IV) THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICE; REGARDLESS OF (A) WHETHER COMPANY, ITS AFFILIATES OR THIRD-PARTY PROVIDERS, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE; OR (B) THE THEORY OR BASIS OF LIABILITY (SUCH AS, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT).
- 11.2. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY'S AGGREGATE AND CUMULATIVE LIABILITY FOR ALL DIRECT CLAIMS, DAMAGES AND LOSSES (WHETHER IN CONTRACT, TORT OR OTHERWISE), IS LIMITED TO THE FEES PAID TO THE COMPANY FOR USE OF THE SERVICE IN THE SIX (6) MONTHS PRECEDING THE CAUSE OF THE CLAIM.

## **12. Indemnification**

- 12.1. By Company. Company hereby agrees to defend and indemnify Customer against any damages awarded against Customer by a court of competent jurisdiction, or paid in settlement, in connection with a third-party claim, suit or proceeding that the grant of right to use the Service within the scope of this Agreement infringes any valid U.S. patent. Company shall have no obligations or liability hereunder in case (i) the Service are used in an unlawful manner or in violation of this Agreement; (ii) features are provided at the request of the Customer; (iii) the Service are used in combination with other products, equipment, software, or data not provided by the Company; (iv) the alleged infringement is resulting from processes developed by the Customer or at the Customer's request in the Service; or (v) the alleged infringement is based on the

Customer Data and any other content provided by Customer or its Users or use of the Service by the Customer. SECTIONS AND STATE THE COMPANY'S SOLE AND ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY, FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION BY THE COMPANY AND/OR BY THE SERVICE AND UNDERLYING TECHNOLOGY.

- 12.2. By Customer. Without derogating from Company's rights under this Agreement and under applicable law, Customer hereby agrees to defend and indemnify Company against any damages awarded against Company by a court of competent jurisdiction, or paid in settlement, in connection with (i) a third party claim, suit or proceeding that use of the Customer Data and any other content provided by Customer and/or the Users, or the use of the Service by the Customer and/or the Users infringes any right of a third party; or (ii) any breach by Customer or the Users of these Terms.
- 12.3. General. The defense and indemnification obligations of the indemnifying Party under this Section are subject to: (i) the indemnifying Party being given prompt written notice of the claim; (ii) the indemnifying Party being given immediate and complete control over the defense and/or settlement of the claim; and (iii) the indemnified Party providing cooperation and assistance, at the indemnifying Party's expense, in the defense and/or settlement of such claim and not taking any action that prejudices the indemnifying Party's defense of, or response to, such claim.

### 13. Miscellaneous

- 13.1. Compliance. The Customer is solely responsible for the Customer and the User's compliance with applicable laws.
- 13.2. Export Control. The Service may be subject to Israeli, U.S. or foreign export controls, Laws and regulations (the "**Export Controls**"), and Customer agrees and confirms that: (i) Customer is not located or uses, exports, re-exports or imports the Service (or any part thereof) in or to, any person, entity, organization, jurisdiction or otherwise, in violation of the Export Controls; (ii) Customer is solely responsible for complying with applicable Export Controls which may impose additional restrictions, prohibitions or requirements on the use of the Service.
- 13.3. Force Majeure. Neither Company nor Customer will be liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party, which may include denial-of-Service attacks, interruption or failure of the Internet or any utility Service, failures in third-party hosting Service, strikes, shortages, riots, fires, acts of God, war, pandemic, terrorism, and governmental action.
- 13.4. Governing Law; Jurisdiction. These Terms and its performance shall be governed by the laws of the State of Israel, without regard to conflict of laws' provisions that would result in the application of the laws of any other jurisdiction. The parties hereto submit the exclusive jurisdiction to the courts of Tel Aviv - Jaffa.
- 13.5. Class Action Waiver. WHERE PERMITTED UNDER APPLICABLE LAWS, CUSTOMER AND COMPANY AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both Customer and the Company agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.
- 1.1. Relationship of the Parties; No Third-Party Beneficiaries. The Parties are independent contractors. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. There are no third-party beneficiaries to this Agreement.
- 1.2. General. The headings used in these Terms are for convenience only and shall in no case be considered in construing this Agreement. The schedules and exhibits attached hereto are incorporated herein by this reference.

- 13.6. Entire Agreement. These Terms (and the other terms, agreements and policies referenced herein) constitute the entire agreement between Customer and the Company with respect to Customer's use of the Service, and supersede all prior or contemporaneous understandings regarding such subject matter.
- 13.7. Assignment. Company may assign at any time any of its rights and/or obligations hereunder to any third party without Customer's consent. Customer may not assign any of its rights or delegate any obligations hereunder, in whole or in part without the prior written consent of Company, and any attempt by a Customer to do so shall be deemed null and void.
- 13.8. Notice. All notices or reports permitted or required under this Agreement shall be made by personal delivery, by express courier Service (such as FedEx or UPS) that requires proof of delivery, certified or by registered mail, return receipt requested, or by electronic mail, and shall be deemed effective (a) if mailed, 5 business days after mailing; (b) if made by personal delivery or sent by messenger or express courier Service, upon delivery; and (c) if sent via electronic mail, upon transmission and electronic confirmation of receipt or (if transmitted and received on a non-business day) on the first business day following transmission and electronic confirmation of receipt.
- 13.9. Severability. In the event that a court of competent jurisdiction finds any provision of these Terms to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect, and such provision shall be reformed only to the extent necessary to make it valid, enforceable and legal.
- 13.10. No Waiver. The failure of the Company to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed by Company in writing.

For any questions or queries about these Terms or the Service in general, please do not hesitate to contact us at the following e-mail address: [\[REDACTED\]](#)

Last Updated: August 16, 2022