

## Konsise - Terms of Service Agreement

Last updated 20 March 2020

### 1. INTERPRETATION

1.1. In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings:

- 1.1.1. **"Account"** means a User opening an account with the Supplier;
- 1.1.2. **"Account Administrator"** means either User and/or one or more individuals;
- 1.1.3. **"Action"** means an action based on a Legal Claim in any competent jurisdiction for any monetary amounts that User owes to Supplier;
- 1.1.4. **"Agreement"** means this agreement of service made and entered into by and between you, as a User and Supplier;
- 1.1.5. **"Arbitrator Requirements"** means a practicing judicial officer at the Court of Chancery in Delaware, USA;
- 1.1.6. **"Authorized Actions"** means any actions taken under Accounts that User has access to will be deemed authorized by User, regardless of User's knowledge of such actions;
- 1.1.7. **"Authorized Representative"** means an authorized representative of the User;
- 1.1.8. **"Claim"** means any or all of the following: claims, disputes, demands, liabilities, damages, losses, costs, judgements, penalties, fines, or expenses (including, without limitation, reasonable legal and accounting fees);
- 1.1.9. **"Content"** means either or both of User Content and Supplier Content;
- 1.1.10. **"CoCM"** means the Court of Chancery Mediation, in Delaware, USA;
- 1.1.11. **"Current Plan"** means the definition given to it in 5.2;
- 1.1.12. **"Downgrade Election Month"** means the definition given to it in 5.3;
- 1.1.13. **"DRAA"** means the Delaware Rapid Arbitration Act, and its successor in title;
- 1.1.14. **"Electronic Authorization"** means the service provided by the Supplier to sign documents electronically or submit User Content to an approved Third-Party;
- 1.1.15. **"Fee Schedule"** means the amount charged for access to the Service Plan as detailed on the Pricing Page;

- 1.1.16. **"Feedback"** means any feedback, comments, and suggestions User may provide for improvements to the Platform, Services, or Supplier Content;
- 1.1.17. **"Indemnified Party"** means Supplier and any of its officers, directors, employees and agents;
- 1.1.18. **"Legal Claim"** means any dispute, controversy, or claim, whether founded in contract, tort, statutory, or common law, concerning, arising out of, or relating to this Agreement, the Platform, or the Services, including any claim regarding the applicability, interpretation, scope, or validity of arbitration clause (clause 28) and/or this Agreement;
- 1.1.19. **"Limited Access Rights"** means the Supplier's provision of Service(s) to the User with the ability to access User's Account in a limited capacity with respect to such terminated Service(s) to view and download information that was available in User's Account at the time of termination of such Service(s);
- 1.1.20. **"Materials"** means any one or more of reports, filings, information, documents or materials;
- 1.1.21. **"MMS"** means auto-dialed Multimedia Messaging Service;
- 1.1.22. **"New Downgrade Plan"** means the definition given to it in 5.3;
- 1.1.23. **"New Upgrade Plan"** means the definition given to it in 5.2;
- 1.1.24. **"Partner(s)"** means a partner of Supplier;
- 1.1.25. **"Party"** means either of the Supplier or the User;
- 1.1.26. **"Parties"** means both the Supplier and the User;
- 1.1.27. **"Payment Method"** means the User's designated bank account or credit-card, as specified by User through the Platform;
- 1.1.28. **"Platform"** means Konsise, Supplier's all-in-one Tax Management Platform;
- 1.1.29. **"Pricing Page"** means [www.konsise.com/pricing](http://www.konsise.com/pricing);
- 1.1.30. **"Privacy Policy"** means the Suppliers policy of privacy, which is detailed on the Privacy Policy Page;
- 1.1.31. **"Privacy Policy Page"** means [www.konsise.com/privacy](http://www.konsise.com/privacy);

- 1.1.32. **"Resulting Error"** means any error in results, whether directly or indirectly, from Supplier's reliance on information (or modifications to information) provided by User, an employee or independent contractor of User, an Account Administrator, an Authorized Representative, or anyone that Supplier reasonably believes to be User, an employee or independent contractor of User, an Account Administrator, or an Authorized Representative of User;
- 1.1.33. **"Requested Action"** means actions or activities that Supplier or any other Indemnified Party undertakes in connection with the Services or this Agreement at the direct request or instruction of anyone that Supplier or any other Indemnified Party reasonably believes to be User, an Account Administrator, or an Authorized Representative;
- 1.1.34. **"Service(s)"** means collectively the products, services and Service Plans listed on the Pricing Page (as such list may be updated, modified, or otherwise changed from time to time);
- 1.1.35. **"Service Plan"** means any one of the offerings listed in the Pricing Page at a price that will vary from time to time;
- 1.1.36. **"Service Plan Selection"** means clicking the applicable button to indicate User's Service Plan choice;
- 1.1.37. **"Service Terms"** means any of the terms of this Agreement or any supplemental terms referenced herein, or which Supplier may present User with for review and acceptance at the time User subscribes to such Service;
- 1.1.38. **"Shared Information"** means any and all documents and information about User and User's business that are necessary for such Partner to provide the Third-Party Service to User including, without limitation, User's information stored on the Platform, and any additional information, requested by any Partner that User has provided to Supplier in connection with this Agreement and User's receipt of the Services or Third-Party Services;
- 1.1.39. **"Site"** means the website [www.Konsise.com](http://www.Konsise.com), the live site [www.secure.konsise.com](http://www.secure.konsise.com), and the associated domains/sub-domains thereof;
- 1.1.40. **"SMS"** means auto-dialed Short Message Service;

- 1.1.41. **"Supplier"** means Konsise, Inc., a company incorporated in the State of Delaware in the USA, and its subsidiaries, holding companies and affiliates;
- 1.1.42. **"Supplier Content"** means the definition given to it in 14.1;
- 1.1.43. **"Supplier IP"** means all associated intellectual property rights of the Platform and the Services;
- 1.1.44. **"Support Email"** means [support@konsise.com](mailto:support@konsise.com);
- 1.1.45. **"Third-Party Service"** means services from Partners;
- 1.1.46. **"User"** means all persons who use or access the Platform and/or the Services, in their company's capacity or in an individual capacity, including authorized users representing User, its employees, or other persons using or accessing the Services (collectively, "Users" and each, a "User");
- 1.1.47. **"User Content"** means the definition given to it in 13.1;

- 1.2. In this Agreement:
  - 1.2.1. clause headings and the heading of the Agreement are for convenience only and are not to be used in its interpretation;
  - 1.2.2. an expression which denotes -
    - 1.2.2.1. any gender includes the other genders;
    - 1.2.2.2. a natural Person includes a juristic Person and vice versa;
    - 1.2.2.3. the singular includes the plural and vice versa;
    - 1.2.2.4. a Party includes a reference to that Party's successors in title and assigns allowed at Law; and
    - 1.2.2.5. a reference to a consecutive series of two or more clauses is deemed to be inclusive of both the first and last-mentioned clauses.
- 1.3. Any reference in this Agreement to –
  - 1.3.1. "**Working Hours**" shall be construed as being the hours between 08h30 and 17h00 on any Business Day. Any reference to time shall be based Greenwich Mean Time ("GMT");
  - 1.3.2. "**Days**" shall be construed as calendar Days;
  - 1.3.3. "**Business Day**" means any Day other than a Saturday or a Sunday or a national public holiday in the United States of America;
  - 1.3.4. "**Laws**" means all state constitutions; statutes; regulations; by-laws; codes; ordinances; decrees; rules; judicial, arbitral, administrative, ministerial, departmental or regulatory judgements, orders, decisions, rulings, or awards; compliance notices; abatement notices; agreements with, requirements of, or instructions by any governmental body having the force of law; and the common law, and "Law" shall have a similar meaning; and
  - 1.3.5. "**Person**" means any person, company, close corporation, trust, partnership or other entity whether or not having separate legal personality.
- 1.4. The words "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "include" and "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.
- 1.5. Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in this clause 1 or elsewhere in this Agreement, shall be given effect to as if it were a substantive provision in the body of the Agreement.
- 1.6. Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Agreement.
- 1.7. Unless specifically otherwise provided, any number of Days prescribed shall be determined by excluding the first and including the last Day or, where the last Day falls on a Day that is not a Business Day, the next succeeding Business Day.

- 1.8. The rule of construction that this Agreement shall be interpreted against the Party responsible for the drafting of this Agreement, shall not apply.
- 1.9. No provision of this Agreement shall (unless otherwise stipulated) constitute a stipulation for the benefit of any Person (stipulatio alteri) who is not a Party to this Agreement.
- 1.10. Any reference in this Agreement to "this Agreement" or any other agreement or document shall be construed as a reference to this Agreement or, as the case may be, such other agreement or document, as amended, varied, novated or supplemented from time to time.
- 1.11. Save to the extent indicated otherwise, in this Agreement the words "clause" or "clauses" and "annexure" or "annexures" refer to clauses of and annexures to this Agreement.

## **2. NATURE OF AGREEMENT**

- 2.1. This Agreement contains the terms and conditions that govern the use of the Platform.
- 2.2. Supplier directly, and through the Site, offers customers the Services.
- 2.3. This Agreement is applicable to all Users. If User is agreeing to these terms on behalf of a business or an individual other than User, User represents and warrants that User has authority to bind that business or other individual to this Agreement, and User's agreement to these terms will be treated as the agreement of such business or individual. In that event, "User" also refers to that business or individual. By clicking the applicable button to indicate User's acceptance of this Agreement, or by accessing or using the Platform, User agrees, effective as of the date of such action, to be bound by the Agreement.
- 2.4. Please review Section 28 of this Agreement carefully, as it contains an arbitration provision and class action waiver which requires User to resolve disputes with Supplier through final, binding arbitration on an individual basis. By entering into this Agreement, User is acknowledging that User has read, and that User understands, the terms of this Agreement and that User agrees to be bound by the arbitration provision and class action waiver.

## **3. ADDITIONAL TERMS FOR SERVICES**

- 3.1. Supplier's provision of any Service is subject to the Service Terms, and any Service Terms shall be incorporated into and form a part of this Agreement.
- 3.2. If the terms hereof conflict with any Service Terms, the Service Terms will govern with respect to the matters contemplated thereby.
- 3.3. In order to receive any Service, User must be enrolled in one of the Service Plans, each of which is governed by the Service Terms listed next to or below such Service Plan and incorporated herein by reference, as applicable to User. User accepts the Service Terms listed next to the Service Plan which coincides with User's Service Plan Selection (as defined below) or Service Plan access by any of;
  - 3.3.1. Service Plan Selection; or
  - 3.3.2. clicking the applicable button to indicate User's acceptance of this Agreement (in the event that User is already enrolled in a Service Plan); or
  - 3.3.3. accessing or using the Services.

By taking any of the actions mentioned in 3.3.1, 3.3.2 or 3.3.3, User agrees to be bound by the applicable Service Terms as of the time that such action occurs.

## **4. SERVICES FEES AND CHARGES**

- 4.1. User agrees to pay the fees for the Services in accordance with the applicable fee schedules listed at the Pricing Page, and User authorizes Supplier to debit User's Payment Method for all fees as they become payable.

- 4.2. Unless otherwise stated in the applicable Service Terms, fees for the Services are typically based on the calendar months in which User is enrolled in any Services (so, for example, if User is enrolled in a Service Plan for a given calendar month, User would be charged for such month even if User does not utilize or access the Platform in such month), and such fees are applied in full for a given calendar month, regardless of whether User is only utilizing or accessing the Platform for a portion of such month.
- 4.3. User agrees that all billing is done by Supplier to User on a monthly calendar basis, in advance.
- 4.4. Notwithstanding the foregoing, Supplier may invoice User for any applicable or outstanding fees, and User shall pay such invoice within fifteen (15) days of receipt thereof via electronic transfer, or any other method Supplier may deem acceptable in its sole discretion.
- 4.5. All fees are non-refundable. User agrees to reimburse Supplier for any sales, use, and similar taxes arising from the provision of the Services that any national, federal, state, or local governments may impose.
- 4.6. Supplier may charge additional fees for exceptions processing, setup, and other special services (including optional add-on services).
- 4.7. Supplier reserves the right to change the fees for its Services from time to time. User will be notified of any change to existing fees at least thirty (30) days before the fee change goes into effect.
- 4.8. If a fee increase or change to this Agreement is not acceptable to User, User may cancel the Services as provided herein prior to the time when such fee increase or change to this Agreement takes effect. User's continued use of the Services beyond the cancellation window constitutes User's agreement to those changes.
- 4.9. If Supplier is unable to collect fees due because of insufficient funds in User's Payment Method or for any other reason, User must pay the amount due immediately upon demand, plus any applicable exceptions processing fees, bank fees, or charges for return items, plus interest at the lesser of 18% per annum or the maximum rate permitted by law, plus attorneys' fees and other costs of collection as permitted by law.

## **5. SWITCHING SERVICE PLANS**

- 5.1. Supplier currently offers several Service Plans with varying features and Fee Schedules, as well as multiple add-on services that User can choose to opt into for additional fees, unless otherwise stated. Before User may begin to use the Services, User will be asked to select a Service Plan from those detailed at the Pricing Page. User may request to change User's Service Plan via the Platform.
- 5.2. If User chooses to upgrade from User's current Service Plan (the "Current Plan") to a more expensive Service Plan (the "New Upgrade Plan"), then such upgrade will promptly go into effect, and User will begin receiving access to the features and Services available under the New Upgrade Plan at the time of such upgrade. The Fee Schedule for the New Upgrade Plan will be applied to User's Service Plan charge for the calendar month in which User upgraded and for each calendar month thereafter for so long as User is subscribed to the New Upgrade Plan.



- 5.3. If User chooses to downgrade from User's Current Plan to a less expensive Service Plan (the "New Downgrade Plan"), then the downgrade will not go into effect until the beginning of the calendar month following the calendar month in which User elected to downgrade (the "Downgrade Election Month"). User will still receive access to the features and Services available with User's Current Plan until the end of the Downgrade Election Month. After the Downgrade Election Month, User will lose access to some of the features and Services available with User's Current Plan and will only have access to the features and Services available under User's New Downgrade Plan. The Fee Schedule for User's Current Plan will be applied to User's Service Plan charge for the Downgrade Election Month, and the Fee Schedule for the New Downgrade Plan will be applied to User's Service Plan charge for the calendar month following the Downgrade Election Month and for each calendar month thereafter for so long as User is subscribed to the New Downgrade Plan.

## **6. USER ACCOUNTS**

- 6.1. To use the Platform, User must have an Account.
- 6.2. User hereby authorizes Supplier to obtain and store User's Account information as necessary to make the Platform available to User.

## **7. WHO MAY USE THE PLATFORM**

- 7.1. User may use the Platform only if User is thirteen (13) years of age or older and is not barred from using the Services under any applicable law.

## **8. PRIVACY POLICY**

- 8.1. Please refer to Privacy Policy for information on how Supplier collects, uses, and discloses information from Users.
- 8.2. User acknowledges and understands that Supplier may collect, use, and disclose User's information pursuant to Supplier's Privacy Policy, as it may be updated from time to time.

## **9. USER'S COMPLIANCE WITH THE AGREEMENT**

- 9.1. Use of the Platform and the Services are each conditioned upon User's full compliance with this Agreement and all applicable laws, rules, and regulations.

## **10. USER IS RESPONSIBLE FOR CERTAIN INFORMATION AND OBLIGATIONS RELATING TO THE SERVICES**

- 10.1. User will designate and authorize an Account Administrator with authority to:
  - 10.1.1. act on User's behalf; and
  - 10.1.2. provide information on User's behalf; and
  - 10.1.3. bind User and/or User's business with respect to the Services.
- 10.2. An Account Administrator is authorized by User to access the Services by entering a confidential user ID and password. Such Account login information will entitle the Account Administrator, depending on their designation and the permissions given by User, to have the authority to input information and access, review, modify, and/or provide approvals on User's behalf.
- 10.3. User is solely responsible for all actions taken under any Account that User has access to. Authorized Actions include but are not limited to:

- 10.3.1. actions taken by User, an Account Administrator, or an Authorized Representative of User; and
- 10.3.2. actions that User, an Account Administrator, or an Authorized Representative (or anyone that Supplier reasonably believes to be User, an Account Administrator, or an Authorized Representative) directs or instructs Supplier to take on its behalf.
- 10.4. In addition, User is solely responsible for:
  - 10.4.1. following instructions that Supplier provides to User with respect to the Services, whether such instructions are provided via the Platform, email, or otherwise; and
  - 10.4.2. obtaining, maintaining, and keeping secure any equipment and ancillary services necessary to connect to, access, or otherwise utilize the Platform, including but not limited to internet access, networking equipment, hardware, software, and operating systems; and
  - 10.4.3. maintaining applicable accounts with providers of Third-Party Services utilized by User.
- 10.5. User will, and will cause authorized users of User's Account, including but not limited to Account Administrators and Authorized Representatives, to take reasonable steps to adequately secure, and keep confidential, any User Account passwords or credentials, and any information accessible via the User Account. If User believes or suspects that User's Account or passwords or credentials for User's Account have been disclosed to, accessed by, or compromised by unauthorized persons, User must immediately notify Supplier. Supplier reserves the right to prevent access to the Services if Supplier has reason to believe that User's Account or passwords or credentials for User's Account have been compromised.
- 10.6. User is responsible for timely providing Supplier with the information required for Supplier to perform the Services. User may furnish such information directly to Supplier or via an Account Administrator or Authorized Representative, such as User's accountant. Furthermore, User represents and warrants to Supplier that for any information that User shares with Supplier, whether directly, via its Account Administrator, or via its Authorized Representative, User will have the authority to share such information.
- 10.7. User is responsible for the accuracy and completeness of information provided to Supplier, and User will ensure that any such information, whether provided by User, an Account Administrator, or Authorized Representative, is accurate and complete. Moreover, User is required to maintain the accuracy and completeness of such information on an ongoing basis and will promptly notify Supplier, whether directly or through an Account Administrator or Authorized Representative, of any changes to the information provided to Supplier.
- 10.8. User, whether directly or through its Account Administrators or Authorized Representatives, is responsible for reviewing Materials posted to the Platform by Supplier (or otherwise made available to User by Supplier) for User's review, and User or its Account Administrators or Authorized Representatives must notify Supplier of any inaccuracies in the Materials as soon as possible, or within the time period specified in communications received from Supplier.

- 10.9. User, whether directly or through its Account Administrators or Authorized Representatives, is also obligated to promptly notify Supplier of any third-party notices that User may receive which could affect Supplier's ability to effectively provide the Services or increase the likelihood that a Claim is brought against User or Supplier in connection with the Services, such as notices from the any government agencies regarding penalties or errors relating to the Services.
- 10.10. User agrees that, to the fullest extent permitted by law, the provision of Account login credentials (e.g., username and password) or identity verification credentials to Supplier by User, an Account Administrator, or an Authorized Representative, together with any actions authorized by such foregoing parties via the Platform (e.g., clicking any buttons on the Platform) or otherwise (e.g., verbally telling a Supplier employee/ representative to take an action), will have the same effect as such parties providing a written signature authorizing electronic payments, filings, or any other actions in connection with the Services.

## **11. USER VERIFICATION**

- 11.1. User gives Supplier permission to obtain, verify, and record information that identifies the individual who creates an Account, is the intended user of an Account, or accesses the Services.
- 11.2. Supplier may ask for User's name, address, date of birth, national identity number, social security number, and other information that will allow Supplier to identify User. Supplier may also ask to see User's driver's license or other identifying documents.
- 11.3. User consents to and authorizes Supplier to obtain credit reports about User's business, and to report adverse credit information about User's business to others, including but not limited to any government agency and any applicable taxing authorities. Supplier may, at its discretion, decline to offer the Services for any reason, including in the event that the Services enrolment process is not satisfactorily completed, Supplier is unable to verify satisfactory credit of User's business, and/or for other lawful business reasons.

## **12. THIRD-PARTY SERVICES, WEBSITES, AND RESOURCES**

- 12.1. Through the Platform, User may be able to elect to receive Third-Party Service from a Partner.
- 12.2. User is solely responsible for, and assumes all risk arising from, User's election to receive and User's receipt of any Third-Party Service. Supplier is not responsible for Third-Party Services or any material, information, or results made available through Third-Party Services.
- 12.3. The applicable Partners may require User to agree to terms and conditions or agreements with respect to their provision of the Third-Party Services to User. If User elects to receive a Third-Party Service, User authorizes Supplier to submit to the applicable Partner Shared Information.
- 12.4. User is responsible for the accuracy of all Shared Information. User represents and warrants that User has all the rights in and to any Shared Information necessary to provide Shared Information to Supplier and for Supplier to provide it to Partners, and that Supplier's use or disclosure of Shared Information as contemplated hereunder will not violate any rights of privacy or other proprietary rights, or any applicable local, state, national or federal laws, regulations, orders, or rules.

- 12.5. User agrees that by electing to receive a Third-Party Service, and by consenting and authorizing Supplier to submit User's Shared Information to a Partner, User has waived and released any Claim against Supplier and its directors, officers, and employees arising out of a Partner's use of User's Shared Information, even if that use is not authorized by the applicable agreement between User and the Partner.
- 12.6. The Platform and the Services may contain links to third-party websites or resources. Supplier provides these links only as a convenience and is not responsible for the content, products, or services on or available from those websites or resources, or links displayed on such websites. User acknowledges its sole responsibility for, and assumes all risk arising from, User's use of any third-party websites or resources.

### **13. USER CONTENT AND LICENSES GRANTED**

- 13.1. "User Content" means any text, graphics, images, music, software, audio, video, works of authorship of any kind, and documents, information, or other materials that are uploaded to, posted to, stored on, or created using the Platform by Users. For the avoidance of doubt, any templates, documents, or materials that Supplier provides to User via the Services shall constitute Supplier Content hereunder. Supplier does not claim any ownership rights in any User Content and nothing in this Agreement will be deemed to restrict any rights that User may have to use and exploit User Content. However, by making any User Content available through the Services, User hereby grants to Supplier a non-exclusive, transferable, sublicensable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, publicly display, publicly perform, and distribute User Content in connection with operating and providing the Platform and the Services. User is solely responsible for all User Content. User represents and warrants that User owns all User Content or User has all rights that are necessary to grant Supplier the license rights in User Content under this Agreement. User Content is subject to the provisions of Section 16, and Supplier has the right to remove User Content from the Platform in accordance with Section 17.
- 13.2. User may generally remove User Content from the Platform, provided that certain types of User Content may not be removed from the Platform, as further specified in particular Service Terms. Moreover, in certain instances, some User Content may not be completely removed, and copies of User Content may continue to exist on the Platform. Supplier is not responsible or liable for the removal or deletion of (or the failure to remove or delete) any User Content.

### **14. SUPPLIER'S INTELLECTUAL PROPERTY RIGHTS**

- 14.1. "Supplier Content" means text, graphics, images, music, software, audio, video, works of authorship of any kind, and documents, information, or other materials that are posted, generated, provided, or otherwise made available through the Services by Supplier, other than User Content. Supplier and its licensors exclusively own all worldwide right, title, and interest in and to the Supplier Content, and also in and to the Platform and the Services, including the Supplier IP. User acknowledges that the Platform, Services, and Supplier Content are protected by copyright, trademark, and other laws of the United States and other countries. User agrees not to remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Platform, Services, or Supplier Content. This Agreement does not convey any proprietary interest in or to any Supplier IP or rights of entitlement to the use thereof except as expressly set forth herein.

- 14.2. Feedback is given entirely voluntarily, and Supplier will be free to use, disclose, reproduce, license, or otherwise distribute and exploit such Feedback as it sees fit, entirely without obligation or restriction of any kind. Feedback includes, without limitation, feedback User provides to Supplier in response to any surveys Supplier conducts, through any available technology, about User's experience.
- 14.3. Subject to User's compliance with this Agreement, Supplier grants User a limited, non-exclusive, non-transferable, non-sublicensable license to access, view, and download Supplier Content solely in connection with User's permitted use of the Platform for User's own behalf.

## **15. CONSENT TO RECEIVE SMS/MMS MESSAGES ABOUT USER'S ACCOUNT**

- 15.1. By providing User's mobile phone number to Supplier, User agrees that Supplier may send User SMS or MMS messages about activity in User's Account and service updates, as well as SMS or MMS messages soliciting User's feedback about the Services and User's experience interacting with Supplier's customer care team. Standard message and data rates may apply. Note that Supplier will not send User marketing SMS or MMS messages unless User expressly agrees in writing to receive such messages. If User would like to opt out of receiving SMS and MMS messages, User should contact Support Email.

## **16. GENERAL PROHIBITIONS**

- 16.1. User agrees not to take any of the following actions:
  - 16.1.1. Post, upload, publish, submit, share, distribute, or transmit any User Content that:
    - 16.1.1.1. User lacks the authority to post, upload, publish, submit, share, distribute, or transmit;
    - 16.1.1.2. infringes, misappropriates, or violates a third party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy;
    - 16.1.1.3. violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;
    - 16.1.1.4. is fraudulent, false, misleading, or deceptive;
    - 16.1.1.5. is defamatory, indecent, obscene, pornographic, vulgar, or offensive;
    - 16.1.1.6. promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group;
    - 16.1.1.7. is violent or threatening or promotes violence or actions that are threatening to any person or entity;
    - 16.1.1.8. promotes illegal or harmful activities or substances; or
    - 16.1.1.9. contains software viruses, worms, defects, Trojans, adware, spyware, malware, or other similar computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware device.
  - 16.1.2. Use the Services other than as authorized in this Agreement; or
  - 16.1.3. Resell, sublicense, timeshare, or otherwise share the Services with any third party; or

- 16.1.4. Display, mirror, or frame
  - 16.1.4.1. the Site, or the layout or design of any page on the Site or form contained on a page;
  - 16.1.4.2. the Platform;
  - 16.1.4.3. the Services; or
  - 16.1.4.4. Supplier Content or any individual element within the Site, Platform, or Services, including Supplier's name and any Supplier trademark, logo, or other proprietary information, in each case, without Supplier's express prior written consent.
- 16.1.5. Access, tamper with, or use non-public areas of the Platform, Services, Supplier's computer systems, or the technical delivery systems of Supplier's providers; or
- 16.1.6. Interfere or attempt to interfere with the proper working of the Platform or the Services (including but not limited to any application, function, or use of the Services) or any activities conducted on the Services; or
- 16.1.7. Take any action that imposes or may impose (as determined by Supplier in Supplier's sole discretion) an unreasonable or disproportionately large load on Supplier's (or Partners') infrastructure; or
- 16.1.8. Use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site; or
- 16.1.9. Harvest or scrape any Content from the Platform or Services; or
- 16.1.10. Attempt to probe, scan, or test the vulnerability of any Supplier system or network or breach any security or authentication measures; or
- 16.1.11. Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Supplier or any of Supplier's providers or any other third party (including another User) to protect the Platform, Services, or Content; or
- 16.1.12. Attempt to access or search the Platform, Services, or Content or download Content from the Platform or Services through the use of any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, data mining tools, or the like), other than the software and/or search agents provided by Supplier or other generally available third-party web browsers; or
- 16.1.13. Access the Services for the purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purposes; or
- 16.1.14. Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters, or other form of solicitation through the Platform or Services; or
- 16.1.15. Use any meta tags or other hidden text or metadata utilizing a Supplier trademark, logo, URL, or product name without Supplier's express written consent; or
- 16.1.16. Use the Platform, Services, or Content, or any portion thereof:
  - 16.1.16.1. for any purpose other than User's internal business purposes, or

- 16.1.16.2. for the benefit of any third party or in any manner not permitted by this Agreement.
- 16.1.17. Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Platform, Services, or Content to send altered, deceptive, or false source-identifying information; or
- 16.1.18. Attempt to decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code, or underlying ideas, or algorithms of any of the software used to provide the Platform, Services, or Content; or
- 16.1.19. Modify, translate, or otherwise create derivative works of any part of the Platform, Services, or Content other than User's own User Content; or
- 16.1.20. Interfere with, or attempt to interfere with, the access of any User, host, or network, or use any device, software, or routine that is intended to damage, surreptitiously intercept, or expropriate any system, data, or communication, including, without limitation, by sending a virus, overloading, flooding, spamming, or mail-bombing the Platform or Services; or
- 16.1.21. Collect from or store on the Platform or Services any personally identifiable information or protected health information of other Users without their express permission; or
- 16.1.22. Impersonate or misrepresent User's affiliation with any person or entity; or
- 16.1.23. Engage in any fraudulent, deceptive, or illegal practices or activities, or use the Services to directly or indirectly support any such practices or activities; or
- 16.1.24. Encourage, assist, or enable any other individual to do any of the foregoing.

## **17.SUPPLIER'S RIGHTS TO MONITOR USER CONTENT AND CONDUCT**

- 17.1. Although Supplier is not obligated to monitor access to or use of User Content or to review or edit any User Content, Supplier has the right to do so for the purposes of operating the Platform and Services, ensuring compliance with this Agreement, and complying with applicable law or other legal requirements. Supplier reserves the right, but is not obligated, to remove or disable access to any User Content, at any time and without notice, for any reason, including, but not limited to, if Supplier, at Supplier's sole discretion, considers any User Content to be objectionable or in violation of this Agreement.
- 17.2. Supplier has the right to monitor access to and use of the Platform, Services, and Content and to investigate conduct that Supplier believes could affect the Platform, Services, or Content, including violations of this Agreement. Supplier may also consult and cooperate with law enforcement authorities and administrative agencies to prosecute Users who violate the law.

## **18.ELECTRONIC AUTHORIZATION**

- 18.1. Supplier provides an Electronic Authorization service. Each time that User uses the Electronic Authorization service, User is expressly:
  - 18.1.1. affirming that User is able to access and view the User Content that User is electronically authorizing via the Electronic Authorization service; and

- 18.1.2. consenting to conduct business electronically with respect to the transaction contemplated by the User Content; and
- 18.1.3. agreeing to the use of electronic signatures for the User Content.
- 18.2. While many Users prefer the convenience of Electronic Authorizations, using the Electronic Authorizations service is optional.
- 18.3. Obtaining a physical, non-electronic copy of the User Content is User's sole responsibility, and Supplier has no responsibility or liability with respect to such matter.
- 18.4. Supplier has no responsibility or liability with respect to the content, validity, or enforceability of any User Content, nor is it responsible or liable for any matters or disputes arising from the User Content.
- 18.5. Supplier makes no representations or warranties regarding the validity or enforceability of electronic documents or electronic signatures. UNDER APPLICABLE LAWS, ELECTRONIC SIGNATURES AND SUBMISSIONS ARE NOT ENFORCEABLE ON SOME DOCUMENTS. IT IS USER'S RESPONSIBILITY TO CONSULT WITH AN ATTORNEY TO DETERMINE WHETHER A DOCUMENT WILL BE ENFORCEABLE IF IT IS ELECTRONICALLY EXECUTED VIA THE ELECTRONIC AUTHORIZATIONS SERVICE.

#### **19.SUPPLIER MAKES NO REPRESENTATIONS REGARDING PLATFORM AVAILABILITY**

- 19.1. Supplier makes no representations or warranties about the Platform's uptime, availability, or permissibility in any particular geographical location. From time to time, scheduled system maintenance or emergency maintenance may occur, and during such maintenance periods, the Platform may be inaccessible and unavailable, with or without notice to User.

#### **20.THE PLATFORM CAN CAUSE IRREVOCABLE DAMAGE TO USER CONTENT**

- 20.1. The Platform's performance of actions initiated by User may irrevocably modify and/or delete User Content. USER ACKNOWLEDGES AND AGREES THAT SUPPLIER IS NOT RESPONSIBLE FOR THE LOSS OR MODIFICATION OF ANY USER CONTENT AND THAT USER'S USE OF THE PLATFORM IS AT USER'S OWN RISK.

#### **21.WARRANTY DISCLAIMERS**

- 21.1. User's use of the Platform, Services, and Content is entirely at User's own risk. Supplier is not in the business of providing legal, regulatory, tax, financial, accounting, employment, or other professional services or advice. Any information provided by Supplier via the Platform or otherwise is meant for informational purposes only and should not be interpreted as professional advice. User should consult a professional that is trained or licensed in the relevant area if User needs such assistance. Notwithstanding the foregoing, Supplier's Partners may provide professional advice to Users that subscribe Third-Party Services.



21.2. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE PLATFORM, SERVICES, AND SUPPLIER CONTENT ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND MADE BY SUPPLIER. WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SUPPLIER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DATA LOSS, AND NON-INFRINGEMENT. FURTHERMORE, SUPPLIER MAKES NO WARRANTIES REGARDING THE ACCURACY, RELIABILITY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, OR QUALITY OF ANY INFORMATION OR SUPPLIER CONTENT IN OR LINKED TO THE SERVICES. SUPPLIER CANNOT GUARANTEE THE ACCURACY OR COMPLETENESS OF USER CONTENT AND MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO USER CONTENT. SUPPLIER DOES NOT WARRANT THAT THE PLATFORM, SERVICES, OR SUPPLIER CONTENT WILL

21.2.1. MEET USER'S EXPECTATIONS OR REQUIREMENTS; OR

21.2.2. BE COMPLETELY SECURE OR FREE FROM ERRORS, BUGS, VIRUSES, OR OTHER HARMFUL COMPONENTS; OR

21.2.3. BE FREE FROM INTERRUPTION, THEFT, OR DESTRUCTION.

IN ADDITION, SUPPLIER EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR MAKING SURE THAT USER CONTENT WHICH ARE ELECTRONICALLY SIGNED OR SUBMITTED VIA THE ELECTRONIC AUTHORIZATION SERVICE ARE VALID AND ENFORCEABLE UNDER ANY APPLICABLE LAWS OF ANY JURISDICTION.

21.3. If the event of any Resulting Error, then Supplier will attempt to correct the Resulting Error, but Supplier makes no warranties or guarantees that it will be able to partially or fully correct the Resulting Error.

21.4. Supplier does not warrant, endorse, guarantee, or assume responsibility for any product or service, including without limitation Third-Party Services, advertised or offered by a third party through the Platform or any hyperlinked website or service, and Supplier will not be a party to or in any way be responsible for monitoring any transaction between User and third-party providers of products or services.

21.5. Supplier works with third-party service providers to provide the Services, and unless otherwise stated in an agreement between User and any such third-party service provider, the third-party service providers:

21.5.1. make no warranty as to the accuracy or completeness of information provided, whether directly or indirectly, to User; and

21.5.2. disclaim express warranties or implied warranties imposed by law with respect to the services they provide, whether directly or indirectly, to User.

## **22. INDEMNITY**

22.1. User will indemnify and hold harmless the Indemnified Parties, from and against any Claims, arising out of or in any way connected with:

22.1.1. User's access to or use of the Platform, Services, or Content; or

22.1.2. User Content; or

22.1.3. User's violation or alleged violation of this Agreement; or

- 22.1.4. User's violation or alleged violation of any third-party right, including without limitation any right of privacy or publicity, or any right provided by any labor or employment law, rule, or regulation, or any intellectual property right; or
- 22.1.5. User's violation or alleged violation of any applicable law, rule, or regulation, including but not limited to wage and hour laws; or
- 22.1.6. User's gross negligence, fraudulent activity, or willful misconduct; or
- 22.1.7. Supplier's or any other Indemnified Party's use of or reliance on information or data furnished by User, an employee or independent contractor of User, User's Account Administrator, or User's Authorized Representative in providing the Services, or otherwise in connection with this Agreement; or
- 22.1.8. any Requested Action; or
- 22.1.9. Supplier's or any other Indemnified Party's use of or reliance on information or data resulting from such Requested Actions; or
- 22.1.10. User's failure, or the failure of any Account Administrators or Authorized Representatives, to properly follow Supplier's instructions with respect to the Services.

### **23. LIMITATION OF LIABILITY**

- 23.1. Supplier is not responsible or liable for:
  - 23.1.1. User Content or anyone's reliance on User Content; or
  - 23.1.2. Resulting Errors or any consequences or Claims directly or indirectly arising from Resulting Errors; or
  - 23.1.3. any consequences or Claims directly or indirectly resulting from User's delay in providing, or User's failure to provide, Supplier with information necessary for its provision of Services; or
  - 23.1.4. unauthorized third-party actions taken in User's Account and any transactions, consequences, or Claims arising therefrom; or
  - 23.1.5. User's negligence or any negligence of User's Account Administrator or Authorized Representative; or
  - 23.1.6. any Claims, or portions of any Claims, that could have reasonably been avoided or mitigated by User through reasonable efforts; or
  - 23.1.7. any circumstances or Claims arising out of or related to a Partner's use of User's Shared Information; or
  - 23.1.8. any Requested Actions, or any consequences or Claims directly or indirectly resulting therefrom; or
  - 23.1.9. User's failure, or the failure of any Account Administrators or Authorized Representatives, to properly follow Supplier's instructions with respect to the Services.

23.2. NEITHER SUPPLIER NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PLATFORM, SERVICES, OR SUPPLIER CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR FROM THE USE OF OR INABILITY TO USE THE PLATFORM, SERVICES, OR CONTENT, WHETHER SUCH DAMAGES ARE BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SUPPLIER HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO USER. IN NO EVENT WILL SUPPLIER'S TOTAL LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE PLATFORM, SERVICES, OR CONTENT EXCEED THE AMOUNTS USER HAS PAID TO SUPPLIER FOR USE OF THE PLATFORM, SERVICES, OR CONTENT IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE APPLICABLE CLAIM. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SUPPLIER AND USER.

#### **24. DUTY TO MITIGATE**

24.1. If User becomes aware of, or reasonably should have been aware of, any facts, issues, information, or circumstances which are reasonably likely, whether alone or in combination with any other facts, issues, information, or circumstances, to lead to a Claim against Supplier or User in connection with this Agreement, User must use reasonable efforts to mitigate any loss that may give rise to such a Claim.

#### **25. TERM; TERMINATION; SUSPENSION**

25.1. The Services and this Agreement will continue until they are terminated by either party.

25.2. User may terminate the Services and this Agreement through User's Account.

25.3. Supplier may terminate the Services and this Agreement by giving User at least thirty (30) days' prior written notice.

25.4. In addition to Supplier's foregoing termination right, Supplier may immediately suspend or restrict User's Account; suspend or restrict User's access to the Platform or any Services; block User's ability to use any particular feature of a Service; or immediately terminate the Services and this Agreement, in each case with or without notice to User, in the event that:

25.4.1. (i) Supplier has any reason to suspect or believe that User may be in violation of this Agreement; or

25.4.2. (ii) Supplier determines that User's actions are likely to cause legal liability for or material negative impact to Supplier; or

25.4.3. (iii) Supplier believes that User has misrepresented any data or information or that User has engaged in fraudulent or deceptive practices or illegal activities; or

25.4.4. (iv) Supplier has determined that User is behind in payment of fees for the Services and User has not cured such non-payment within five (5) days of Supplier providing User with notice of the non-payment; or

25.4.5. (v) User files a petition for bankruptcy, or a petition for bankruptcy is filed against User.

Furthermore, while Supplier strives to support a multitude of business and organization types, in certain unique situations, if Supplier cannot support the requirement for User's business or organization type, Supplier may immediately terminate the Services and this Agreement upon written notice to User.

25.5. The termination of any of the Services or this Agreement will not affect User's or Supplier's rights with respect to transactions which occurred before termination.

25.6. Supplier will have no liability for any costs, losses, damages, penalties, fines, expenses, or liabilities arising out of or related to Supplier's termination of this Agreement.

25.7. Sections 4 (to the extent that there are any unpaid fees for services rendered as of the time of termination of this Agreement), 6, 7, 8, 13, 14, 17, and 19 through 31 of this Agreement, and any sections of the Service Terms which by their nature should survive, will survive and remain in effect even if this Agreement is terminated, cancelled, or rescinded.

25.8. Upon termination of any of the Service(s) and/or termination of this Agreement, User's right to access and use such terminated Services(s) will automatically terminate; provided, however, that Supplier may, entirely at Supplier's own discretion, provide Limited Access Rights.

25.9. While User has Limited Access Rights, User must use reasonable efforts to adequately secure, and keep confidential, any passwords or credentials for User's Account, and any information accessible via User's Account.

25.10. Supplier may deny the Limited Access Rights to User, or Supplier may revoke the Limited Access Rights at any time, in its sole discretion, if it has any reason to believe that User may have at any time breached Section 16 of this Agreement.

## **26. CHANGES TO THE AGREEMENT, PLATFORM, OR SERVICE**

26.1. Supplier may modify the Agreement at any time, in Supplier's sole discretion. If Supplier does so, Supplier shall let User know either by posting the modified Agreement on the Platform or Site or through other communications.

26.2. It is important that User reviews the Agreement whenever Supplier modifies it because if User continues to use the Platform or Services after Supplier has notified User of the modification and the modified Agreement has been posted on the Platform or Site, User is indicating to Supplier that User agrees to be bound by the modified Agreement.

26.3. If User does not agree to be bound by the modified Agreement, then User may not continue to use the Platform or Services.

26.4. Because the Platform and Services are evolving over time, Supplier may change or discontinue all or any part of the Platform, Services, or Supplier Content at any time and without notice, at Supplier's sole discretion.

## **27. GOVERNING LAW**

- 27.1. This Agreement shall be interpreted and construed in accordance with the laws of the State of Delaware in the United States of America, without regard to the conflicts of laws principles thereof.

## **28. ARBITRATION**

- 28.1. Notwithstanding any other provision in this Agreement, and except as otherwise set forth in this section, if either User or Supplier has any Legal Claim that cannot be resolved directly between User and Supplier, then such Legal Claim will be settled by individual (not class or class-wide), confidential, binding arbitration administered by the CoCM (Court of Chancery Mediation, in Delaware, USA).
- 28.2. To initiate an arbitration proceeding, an arbitration claim must be submitted by the claimant (the "Claimant") to the CoCM, and a written Demand for Arbitration must be provided to the other party (the "Opposing Party"), pursuant to the CoCM Rules.
- 28.3. Arbitration hearings will be held in the State of Delaware, USA or any other location that is mutually agreed upon by User and Supplier.
- 28.4. If Supplier and User cannot mutually agree upon a single arbitrator within ten (10) days of the Opposing Party's receipt of the Demand for Arbitration from the Claimant, then the CoCM shall appoint a single arbitrator that satisfies the Arbitrator Requirements. The arbitrator will follow the law and will give effect to any applicable statutes of limitation. The prevailing party shall be entitled to an award of the costs and expenses of the arbitration, including reasonable attorneys' fees and expert witness fees. The award rendered by the arbitrator shall be final and binding upon User and Supplier. A judgment on the award may be entered and enforced in any court of competent jurisdiction.
- 28.5. Supplier may, in its sole discretion, commence an Action and User hereby waives any objection to jurisdiction or venue, or any defense claiming lack of jurisdiction or improper venue, in any Action brought by Supplier in such courts.
- 28.6. USER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT USER AND SUPPLIER ARE EACH WAIVING THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY AS TO DISPUTES HEREUNDER AND THAT USER IS WAIVING ITS RIGHT TO PARTICIPATE IN ANY CLASS ACTION PROCEEDING ARISING FROM THIS AGREEMENT.

## **29. SUPPLIER IS NOT RESPONSIBLE FOR THINGS SUPPLIER CANNOT CONTROL**

- 29.1. Supplier is not responsible or liable for any delays or failures in performance from any cause beyond Supplier's control, including, but not limited to, acts of God, changes to laws or regulations, embargoes, wars, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power outages, strikes, weather conditions, acts of hackers, acts of internet service providers, acts of any other third party, or acts or omissions of User.

- 29.2. Without limiting the generality of the foregoing or Section 21, the Platform and the Services rely on third-party technology and services, such as application programming interfaces, for Third-Party Services and web hosting services. Any change to the products or services offered by any of these third-party providers may materially and adversely affect, or entirely disable, User's use of or access to the Platform and the Services. Likewise, Supplier cannot guarantee that any User Content hosted on a third-party server will remain secure.

### **30. GENERAL**

- 30.1. This Agreement, including all applicable Service Terms, constitutes the entire agreement between Supplier and User regarding the Platform, Services, and Content and replaces all prior understandings, communications, and agreements, oral or written, regarding this subject matter. This Agreement may be modified only by a written amendment signed by the parties or as otherwise provided in Section 26. If any part of this Agreement is deemed to be unenforceable or invalid, that section will be removed without affecting the remainder of the Agreement. The remaining terms will be valid and enforceable.
- 30.2. User may not assign this Agreement, by operation of law or otherwise, without Supplier's prior written consent. Any attempt by User to assign or transfer this Agreement, without such consent, will be null. Supplier may freely assign or transfer this Agreement without restriction. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns.
- 30.3. Any notices or other communications provided by Supplier under this Agreement, including those regarding modifications to this Agreement, will be given:
- 30.3.1. via email; or
- 30.3.2. by posting to the Platform.
- For notices made by e-mail, the date of receipt will be deemed the date on which such notice is given. For notices made by posting to the Platform, the date of such posting will be deemed the date that notice is given.
- 30.4. Supplier's failure to enforce any right or provision of this Agreement will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Supplier.
- 30.5. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

### **31. ELECTRONIC TRANSMISSION**

- 31.1. This Agreement, and any amendments hereto, by whatever means accepted, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effect as if it were an original signed version thereof, delivered in person.
- 31.2. Neither party hereto shall argue that a contract was not formed hereunder based on either:
- 31.2.1. the use of electronic means to deliver a signature or to indicate acceptance of this Agreement; or

- 31.2.2. the fact that any signature or acceptance of this Agreement was transmitted or communicated through electronic means;  
and each party forever waives any related defense.

### **32. CONTACT INFORMATION**

- 32.1. If User has any questions about this Agreement, the Platform, or the Services, User may contact Supplier at the Support Email.
- 32.2. Supplier, the provider of the Services, is located at 347 Fifth Avenue, Suite 1402-110, New York, NY 10016, USA.