

## Terms of Service

These Subscriber TERMS OF SERVICE ("**Terms of Service**") constitute a binding contract between you ("**Subscriber**" or "**Member**" or "**Customer**" or "**you**") and Insyte, LLC dba SecureNinja, a privately held corporation ("**Company**"), regarding the terms under which the Company will provide Subscriber with access to the Services.

**BY CLICKING ON THE BUTTON MARKED "SUBMIT PAYMENT", SUBSCRIBER SIGNIFIES ITS AGREEMENT TO ABIDE BY THESE TERMS OF SERVICE ("**Acceptance**").** Subscriber agrees that its assent, given electronically, will have the same legal effect as if it had been personally signed by Subscriber. To the extent permitted by law, these Terms of Service are intended to supersede any provisions of applicable law, which might otherwise limit their enforceability or effect, because they were entered into electronically. Please print a copy of these Terms of Service for future reference.

### 1) **TERMINOLOGY.**

- "**Effective Date**"- refers to the date that the Company confirms Subscriber's right to use the Subscription Website.
- "**Free Trial**"- refers to a temporary right to use the Subscription Website at no charge during the permissible Free Trial period and in accordance with any applicable terms, including, but not limited to, Acceptance of these Terms of Service. A Free Trial may or may not require the insertion of credit/debit card information.
- "**Public Website**"- means that portion of the Website that is available for use by any person without the need to be a Subscriber.
- "**Services**"- means the Public Website, the Subscription Website, and their 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 and any documentation pertaining to the foregoing).
- "**Subscriber**"- also referred to as "**Member**", refers to an individual/entity/organization/institution that has the right to access the Subscription Website via a Subscription Fee ("**Paid Subscription**"), Gift Subscription, Free Trial, or other basis. A Subscriber must be at least 18 years of age or, as applicable, the age of majority in the country, state or other jurisdiction in which the Subscriber resides (and if a minor, have the permission of a parent or legal guardian to access the Subscription Website), and possess the legal right and ability to enter into binding contracts. Furthermore, a Subscriber may be an 'Individual' or 'Multi-User' Subscriber as follows:
  - '**Individual Subscriber**,' refers to a Subscription by one individual only ("**Individual Subscription**"); or
  - '**Multi-User Subscriber**,' refers to an entity, organization, or institution, that subscribes to the Services for use by its constituents, who may include employees, students, faculty, or other end users, etc. ("**Constituents**") ("**Multi-User Subscription**"). The Subscriber under a Multi-User Subscription will remain liable for all acts or omissions of its Authorized End Users (defined below) with respect to access and use of the Services; furthermore and for the avoidance of doubt, the Subscriber will be responsible for ensuring that its Authorized End Users remain

fully compliant with these Terms of Service, the Privacy Policy and the Website Use Policy. With respect to a Multi-User Subscription, the following terms will apply:

- **“Authorized End Users”**, refers to the Constituents of the Multi-User Subscriber. The number of Authorized End Users under any single Multi-User Subscription may not exceed the number of permitted seats paid under the Subscription (**“Maximum Seats”**). The Authorized End User’s identifier must not be of a generic nature. An example of a unique identifier is [john.doe@company.com](mailto:john.doe@company.com); examples of generic identifiers include the following: [support@company.com](mailto:support@company.com) or [user1@university.edu](mailto:user1@university.edu).
- **“Master Administrator”** means the administrator designated by the Multi-User Subscriber who has reporting access and management tools and who may substitute Authorized End Users not to exceed the number of Maximum Seats.

Subscriber agrees on behalf of itself and its Authorized End Users, where applicable, to treat password, usernames, and other security information (**“Authentication Information”**), as confidential and to not provide any other person with access to the Subscription Website or portions of it using Subscriber’s (or the Authorized End User’s) Authentication Information. Subscriber will notify the Company immediately of any unauthorized access to, or use of, Authentication Information. The Company has the right to disable any Subscriber or Authorized End User access to the Services at any time, in its sole discretion [for any or no reason, including] if, in the Company’s opinion, Subscriber and/or Authorized End User has violated any provision of these Terms of Service or appear likely to do so.

- **“Subscription”**- refers to a right to use the applicable portion of the Subscription Website as a Subscriber under a Paid Subscription, Gift Subscription, Free Trial, or other form of right and/or fee to access the Subscription Website.
- **“Subscription Term”**- means the period of time that a Subscriber may utilize the applicable portion of the Subscription Website.
- **“Subscription Website”**- means the applicable portion of the Website that is available only to a Subscriber.
- **“Virus”** means any item or device (including any software, code, file or program) which is designed to prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
- **“Website”**- means all information, content, concepts, program interfaces, structures, functionality, computer code, published materials, electronic documents, graphic files and other technology inherent in Company's website located [www.secureninja.com](http://www.secureninja.com), [online.secureninja.com](http://online.secureninja.com) and [cybersecurityzen.com](http://cybersecurityzen.com) (or such other web address notified by the Company to Subscribers at any time), and includes the entirety of both the Subscription Website and the Public Website.

## **2) INFORMATION ABOUT THE COMPANY.**

Insyte LLC dba SecureNinja, a privately held corporation located at 901 N Pitt St, Suite 105,

Alexandria, VA 22314, USA.

### **3) SUBSCRIBER WARRANTIES, RIGHTS, REPRESENTATIONS, RESTRICTIONS, AND OBLIGATIONS.**

Subject to these Terms of Service, Subscriber will be granted a limited, non-exclusive, revocable, non-transferable, and non-sublicenseable right to access that portion of the Subscription Website applicable to the Subscription type. By agreeing to grant such access, the Company does not obligate itself to maintain the Website, or to maintain it in its present form. The Company may upgrade, modify, change or enhance the Services and convert a Subscriber to a new version thereof at any time in its sole discretion, to the extent that this is not detrimental to Subscriber's use of the Services and on reasonable prior notice to Subscriber (unless the change is of critical business importance or outside the Company's control, in which case the Company will explain the reason for the changes as soon as is reasonably practicable).

Subscriber agrees to abide by any rules or regulations that the Company publishes with respect to conduct of Subscribers and other users of the Website, which rules and regulations are hereby incorporated into these Terms of Service by this reference. The Company reserves the right to deny a Subscriber and/or an Authorized End User access to the Subscription Website if, in the Company's sole discretion, Subscriber and/or Authorized End User has failed to abide by these Terms of Service or appear likely to do so.

Subscriber accepts that the Company in its sole discretion may, but has no obligation to, monitor the Services or any portion thereof, and/or to oversee compliance with these Terms of Service.

Subscriber promises, acknowledges, and agrees on behalf of itself and its Authorized End Users (in the case of Multi-User Subscriptions) that:

- Access privileges may not be transferred to any third-parties;
- It will not access, store, distribute or transmit any Viruses;
- It will comply with all applicable laws and regulations with respect to use of the Services;
- It will not rent, lease, sublicense, re-sell, distribute, transfer, copy or modify the Services or any component thereof;
- It will not translate, decompile, or create or attempt to create, by reverse engineering or otherwise, the source code from the object code made available hereunder;
- It will not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit the Services or any portion thereof;
- It will not delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Website or contained in the Services;
- It is solely responsible for acquiring, installing, operating and maintaining the hardware and software environment, network connections, and telecommunication links, necessary to access and use the Services;
- It will not use the Services in any manner, or in connection with any content, data, hardware, software or other materials that infringes upon or violates any patent, copyright, trade secret, trademark, or other intellectual property right of any third

party, or that constitutes a defamation, libel, invasion of privacy, or violation of any right of publicity or other third party right, or that is threatening, harassing or malicious.

If you are a Multi-User Subscriber, you promise to obtain any and all consents required by law, including, but not limited to, (i) consent to transfer personally identifiable information of your Authorized End Users, and your representatives, to the United States, if applicable, (ii) consent to compile reports as to usage of the Services by your Authorized End Users and provide such reports to you, and (iii) any other consents that may be required in order for us to provide the Services to you and your Authorized End Users. You promise to obtain necessary consents from all relevant bodies including Work Councils, from your Authorized End Users, from the parents or legal guardians of your Authorized End Users (where necessary), and from other applicable individuals.

#### **4) AVAILABILITY OF WEBSITE.**

Subscriber recognizes that the traffic of data through the Internet may cause delays during the download of information from the Website and accordingly, it shall not hold the Company liable for delays that are ordinary in the course of Internet use. Subscriber further acknowledges and accepts that the Website will not be available on a continual twenty-four hour basis due to such delays, or delays caused by the Company's upgrading, modification, or standard maintenance of the Website.

#### **5) INTELLECTUAL PROPERTY RIGHTS.**

The Services are owned by the Company, 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.

No right, title or interest in or to the Services or any portion thereof, is transferred to any Subscriber or Authorized End User, and all rights not expressly granted herein, are reserved by the Company.

The Company name, 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. Subscriber may 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.

#### **6) COMPANY OBLIGATIONS.**

The Company will use commercially reasonable efforts to enable the Services to be accessible, except for scheduled maintenance and required repairs, and except for any interruption due to causes beyond the reasonable control of, or not reasonably foreseeable by the Company, including, but not limited to, any Force Majeure Event (as defined below). The foregoing undertaking shall not apply to the extent of any non-conformance caused by use of the Services contrary to the Company's instructions, or modification or alteration of the Services by any party other than the Company. If the Services are in non-conformance with the foregoing undertaking, the Company will, at its expense, use all reasonable commercial endeavors to correct any such non-conformance promptly, or provide

Subscriber with an alternative means of accomplishing the desired performance.

## **7) FEES AND PAYMENT.**

**Subscription Fee.** Subscriber agrees to pay the appropriate fee corresponding to the particular Services that it wishes to access for the applicable Subscription Term ("**Subscription Fee**"). The Company reserves the right to change the Subscription Fee with respect to a Renewal Term with prior written notification. Unless otherwise expressly stated, all fees are non-cancelable and non-refundable.

**Free Trial.** If Subscriber cancels a Free Trial before it expires, Subscriber's credit/debit card will not be charged. If Subscriber does not cancel before expiration of the Free Trial, Subscriber will automatically be enrolled in the appropriate membership (depending on Subscriber's Free Trial sign-up choice), and Subscriber's credit/debit card will be billed accordingly and on a recurring basis until subscription is cancelled or changed.

**Gift Subscription.** If Subscriber receives a Gift Subscription, Subscriber shall not be required to provide the Subscriber's billing information.

**Payment Details.** Recurring charges are billed in advance of service. Subscriber agrees to provide the Company with valid, up-to-date and complete debit/credit card, contact and billing details. Subscriber further authorizes the Company to bill such debit/credit card on the Effective Date (and corresponding Renewal Dates, if appropriate) for the Subscription Fee due for the Subscription Term (and Renewal Term). If, for any reason, Subscriber's credit/debit card company refuses to pay the amount billed for the Services, Subscriber agrees that Company may, at its option, suspend or terminate Subscriber's subscription to the Services and require Subscriber to pay the overdue amount by other means acceptable to the Company. Company may charge a fee for reinstatement of suspended or terminated accounts.

Subscriber agrees that until its subscription to the Services is properly terminated, it will continue to accrue charges for which it remains responsible, even if it does not use the Services. In the event legal action is necessary to collect on balances due, Subscriber agrees to reimburse the Company for all expenses incurred to recover sums due, including attorney fees and other legal expenses. Unless otherwise expressly stated, all fees are stated in United States dollars.

**Taxes.** Subscriber is responsible for all applicable sales, use, transfer or other taxes and all duties, whether international, national, state, or local, however designated, which are levied or imposed by reason of the transaction contemplated hereby, excluding, however, income taxes on profits which may be levied against the Company.

## **8) TERM AND TERMINATION.**

### **Term.**

- **General Subscription.** Subscriber may subscribe to the Services for the applicable term of the specific Subscription commencing on the Effective Date ("**Initial Term**"). Thereafter, the Subscription will renew automatically on the corresponding anniversary date ("**Renewal Date**") of the Effective Date (each a

**“Renewal Term”**, and collectively with the Initial Term, the **“Subscription Term”**), until Subscriber notifies Company of its intention not to renew prior to the end of the then-current term.

- **Free Trial Subscription.** Subscriber may cancel a Free Trial at any time before it expires by following the relevant instructions. Continuance of the Subscription beyond the expiration of the Free Trial will incur the relevant fee.

**Termination.** The Company reserves the right to terminate or suspend access to all or any portion of the Services for violation or suspected violation of these Terms of Service.

**Effect of Termination.** Subscriber will have no further rights to access the Subscription Website. Termination will not affect the rights or liabilities of either party that accrued prior to termination.

## **9) CONFIDENTIALITY.**

Subscriber agrees to maintain the confidentiality of the Company’s Confidential Information. For the purposes of these Terms of Service, the term “Confidential Information” means all portions of the Services, including but not limited to, the Subscription Website.

## **10) THIRD PARTY LINKS OR INFORMATION.**

This Website may contain links to other websites that are not operated by or related to Company. Company is not responsible for the content, accuracy or opinions expressed in such third party websites, and does not investigate, monitor, or check these websites for accuracy or completeness. The inclusion of any linked website on this Website does not imply approval or endorsement of the linked website by Company. A Subscriber that leaves this Website to access these third-party sites does so at its own risk.

## **11) DISCLAIMERS OF STATEMENTS/WARRANTIES.**

SUBSCRIBER’S USE OF THE SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES IS AT ITS OWN RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY STATEMENTS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER COMPANY NOR ANY PERSON ASSOCIATED WITH COMPANY MAKES ANY STATEMENT, WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ANYONE ASSOCIATED WITH COMPANY PROMISES THAT THE SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR ANY PORTION THEREOF, WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET SUBSCRIBER’S NEEDS OR EXPECTATIONS. COMPANY 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. NO VERBAL OR WRITTEN REPRESENTATIONS,



INFORMATION OR ADVICE GIVEN BY COMPANY OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

## **12) LIMITATION OF LIABILITY.**

COMPANY DOES NOT IN ANY WAY EXCLUDE OR LIMIT ITS LIABILITY FOR (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE; (II) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (III) ANY OTHER MATTER FOR WHICH IT WOULD BE ILLEGAL FOR COMPANY TO EXCLUDE OR ATTEMPT TO EXCLUDE ITS LIABILITY.

### **SECTION 12 (B) APPLIES TO MULTI-USER SUBSCRIBERS:**

IN NO EVENT SHALL COMPANY, ITS LICENSORS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE TO SUBSCRIBER OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, LOSS OF DATA, OR LOSS OF PROFITS, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SERVICES OR OF ANY WEB SITE REFERENCED OR LINKED TO FROM THE SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, SUBSCRIBER'S EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY, IF ANY, FOR ANY CLAIMS ARISING OUT OF THESE TERMS OF SERVICE, SHALL BE LIMITED TO THE LESSER OF (I) THE AMOUNT PAID BY SUBSCRIBER TO COMPANY IN SUBSCRIPTION FEES DURING THE TWO (2) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM OR ACTION AROSE OR (II) TWO HUNDRED DOLLARS (\$200), REGARDLESS OF WHETHER THE CLAIM OR ACTION IS BASED ON CONTRACT, TORT, WARRANTY, INDEMNIFICATION OR OTHERWISE. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. SUBSCRIBER WILL BE RESPONSIBLE FOR ALL CLAIMS AND DAMAGES RESULTING FROM THE MISUSE OF THE SERVICES BY SUBSCRIBER AND/OR ITS AUTHORIZED END USERS.

### **SECTION 12 (C) APPLIES TO INDIVIDUAL SUBSCRIBER RESIDENTS OF A EUROPEAN UNION MEMBER COUNTRY:**

IN NO EVENT WILL COMPANY, ITS LICENSORS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL LOSSES (WHERE CONSEQUENTIAL LOSSES MEANS LOSS ARISING AS A SIDE EFFECT OF THE MAIN LOSS), WHICH ARE NOT A REASONABLY FORESEEABLE CONSEQUENCE OF SUCH MAIN LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO (I) LOSS OF INCOME OR REVENUE; (II) LOSS OF BUSINESS; (III) LOSS OF PROFITS; (IV) LOSS OF ANTICIPATED SAVINGS; OR (V) LOSS OF DATA.

## **13) INDEMNITY.**

Subscriber agrees to compensate and defend fully Company, its officers, employees, agents, successors and assigns, from and against any damages, losses, and expenses (including reasonable attorneys' fees) resulting from any third-party claim, action or demand arising out of any breach by Subscriber of any representation, warranty, covenant, obligation or duty of Subscriber under this Agreement.

#### **14) SURVIVAL.**

All provisions relating to proprietary rights, payment of fees, confidentiality, disclaimer of warranty, indemnification, and limitation of liability, shall survive the expiration or earlier termination of these Terms of Service.

#### **15) CHANGES.**

Except, for any provisions determining the primary contractual obligations of Subscriber and Company hereunder, Company has the right to revise and amend these Terms of Service from time to time to reflect changes in business needs including, but not limited to, changes in features and functionality, changes in market conditions, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in system capabilities. Changes are effective immediately upon posting and Subscriber's continued use of any of the Services following the posting of revised Terms of Service means that Subscriber accepts and agrees to the changes, to the extent permitted by applicable laws.

#### **16) ASSIGNMENT.**

Subscriber may not transfer these Terms of Service, in whole or in part. Company may transfer these Terms of Service and/or subcontract some or all of its obligations hereunder at any time.

#### **17) INJUNCTIONS.**

Subscriber acknowledges that a breach of any confidentiality or proprietary rights provision of these Terms of Service may cause Company irreparable damage, for which the award of damages would not be adequate compensation. Consequently, Company may seek an injunction to prevent Subscriber from taking any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and Company may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which Company may be entitled at law or in equity.

#### **18) GOVERNING LAW AND VENUE.**

These Terms of Service shall be construed and governed by the laws of the Commonwealth of Virginia, without regard to the principles of conflict of laws thereof. Subscriber agrees and accepts that any legal action or proceeding shall be brought in the federal or state courts for the Commonwealth of Virginia, Alexandria City County and Subscriber expressly waives any objection to personal jurisdiction, venue or forum non conveniens. Additionally, in the event of any dispute or claim relating to or arising out of these Terms of Service (including, but not limited to, any claims of breach of contract, tort, infringement), Subscriber agrees that all such disputes/claims will be resolved by means of a court trial conducted by the superior or district court in Alexandria City County, Commonwealth of Virginia, and Subscriber expressly waives any right it may otherwise have to a jury trial.

**THE PRECEDING PROVISION REGARDING VENUE DOES NOT APPLY IF YOU ARE**



**AN INDIVIDUAL SUBSCRIBER RESIDENT IN A MEMBER COUNTRY OF THE EUROPEAN UNION. IF YOU ARE A CONSUMER BASED IN THE EUROPEAN UNION, YOU MAY MAKE A CLAIM IN THE COURTS OF THE COUNTRY WHERE YOU RESIDE.**

## **19) NOTICES.**

Legal notices may be sent to [support@secureninja.com](mailto:support@secureninja.com) (if by email), or at SecureNinja, Inc, Attn: Legal Department, 901 N Pitt St, Suite 105, Alexandria, VA 22314 (if by conventional mail). Notices to Subscriber may be sent either to the email address supplied in Subscriber's account or to the address supplied by Subscriber as part of its registration data. In addition, Company may broadcast notices or messages through the Website to inform of changes to the Website or other matters of importance, and such broadcasts shall constitute notice to Subscriber to the extent permitted by applicable law. Any notices or communication under these Terms of Service will be deemed delivered to the party receiving such communication (a) on the delivery date if delivered personally to the party; (b) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (c) five business days after the mailing date, if sent by mail, return receipt requested; (d) on the delivery date if transmitted by email; or within three (3) days after Company posts a notice on the Website.

## **20) FORCE MAJEURE.**

Company will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations that is caused by events outside its reasonable control ("**Force Majeure Event**"). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond Company's reasonable control including, but not limited to, restrictions of law, regulations, orders, or other governmental directives, labor disputes, acts of God, third party mechanical or other equipment breakdowns, terrorist attacks, fire, explosions, fibre optic cable cuts, interruption or failure of telecommunications or digital transmission links, Internet failures or delays, storms or other similar events.

## **21) PRIVACY POLICY AND WEBSITE USE POLICY.**

Subscriber agrees to comply with the then-current Website Use Policy and Privacy Policy (collectively, the "**Policies**" and individually, the "**Policy**"). Company reserves the right to modify either Policy at any time, and to the extent permitted by applicable law, changes to the Policies are effective immediately upon posting on the Website. Subscriber's continued use of any portion or all, of the Services, following the posting of a revised Policy means that Subscriber accepts and agrees to the changes. In the event of an express conflict between the Terms of Service and the terms of the Policies, the Terms of Service will prevail.

**The data that Company collects from a Subscriber may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for Company or for one of its service providers. Such staff maybe engaged in, among other things, the fulfillment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. Company will take all steps reasonably**

**necessary to ensure that your data is treated securely and in accordance with our Privacy Policy.**

## **22) CHILDREN'S ONLINE PRIVACY PROTECTION ACT (COPPA).**

Subscriber acknowledges that the law requires parental consent to collect or use information from a child under 13. If you are a child under 13, please show these Terms of Service to your parent or legal guardian, and do not use the Services without verifiable parental consent pursuant to the Children's Online Privacy Protection Act. If you as the Subscriber are a parent or legal guardian of a child under the age of 13, who may access or use the Services, you hereby give your express consent for that child to use the Services, which include all the features and functionality pertaining to your Subscription, including social media/community features. You represent and warrant that you will not allow a child under the age of 13 to use the Services if you do not agree to the provisions of this Section.

## **23) NO THIRD PARTY BENEFICIARIES.**

No person or entity not a party to these Terms of Service will be deemed to be a third party beneficiary of these Terms of Service or any provision hereof.

## **24) SEVERABILITY.**

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

## **25) WAIVER AND AMENDMENT.**

If Company fails to insist upon strict performance of Subscriber's obligations under any of these terms and conditions, or if Company fails to exercise any of the rights or remedies to which it is entitled under these Terms of Service, this will not constitute a waiver of such rights or remedies and will not relieve Subscriber from compliance with such obligations. No waiver by Company of any default will constitute a waiver of any subsequent default, and no waiver by Company of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to Subscriber in writing.

## **26) GEOGRAPHIC RESTRICTIONS.**

Software, functionality, and/or features (collectively, "**Service Functionality**"), that may be available on or through Website from time-to-time, is subject to United States Export Controls. No Service Functionality from the Website may be downloaded or exported (a) into (or to a resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country which the United States has embargoed goods; or (b) anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders. By downloading or using any Service Functionality, Subscriber represents and warrants that it (and its Authorized End Users, where applicable) are not located in, under the control of, or a national or resident of any such country or on any such list. Although the Website may be accessible worldwide,

Company makes no representation that materials on the Website are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal, is prohibited. Those who choose to access the Website from other locations do so at their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with the Services is void where prohibited.

## **27) COMPLETE UNDERSTANDING.**

These Terms of Service, together with the Website Policy and the Privacy Policy, constitute the sole and entire agreement between Subscriber and Company with respect to the Services and supersedes all prior and contemporaneous understandings, agreements, representations, warranties or terms and conditions, both written and oral, with respect to the Services.

EFFECTIVE DATE: April 10, 2015