

BUSSIN LLC TERMS OF USE

Effective Date: August 29th, 2024.

1. Introduction and Overview.

Please carefully read these Terms of Use (“**Terms**”) because they set forth a legally binding agreement between you and BUSSIN LCC (“**Company**”, “**we**”, “**our**”, or “**us**”), and govern your use of our website(s), our application(s), and all features, Content (as defined herein), and other services that we own, control and make available through any other platform (collectively, the “**Services**”). We offer the Services, conditioned upon your acceptance of and strict adherence to these Terms.

By using the Services, you agree to these Terms, and consent to our collection, use and disclosure practices, and other activities as described in our [Privacy Policy](#). If you do not agree and consent, discontinue use of the Services.

BY ACCESSING OR USING ANY PART OF THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THESE TERMS NOW OR IN THE FUTURE, THEN DO NOT ACCESS OR USE THE SERVICES. YOUR CONTINUED USE OF THE SERVICES NOW, OR FOLLOWING THE POSTING OF ANY CHANGES IN THESE TERMS, WILL INDICATE ACCEPTANCE AND AGREEMENT BY YOU OF SUCH CHANGES.

In some instances, both these Terms and separate terms elsewhere on the Services will apply to your use of the Services (“**Additional Terms**”). To the extent there is a conflict between these Terms and any applicable Additional Terms, the Additional Terms will control unless they expressly state otherwise.

We control and operate the Services from the United States, and we make no representation that the Services are appropriate or available for use beyond the United States. Software related to or made available by the Services may be subject to United States export controls, and except as authorized by law, you agree and warrant not to export or re-export the software to any country, or to any person, entity, or end-user subject to United States export controls or sanctions.

You must be at least thirteen (13) years old, or the minimum age required in your state and/or country, as applicable, to consent to use the Services. If you are under eighteen (18) you must have your parent or legal guardian’s permission to use the Services.

PLEASE NOTE THAT THESE TERMS CONTAIN PROVISIONS THAT GOVERN THE RESOLUTION OF DISPUTES BETWEEN US AND YOU AND LIMIT OUR LIABILITY TO YOU (SEE AGREEMENT TO ARBITRATE DISPUTES [BELOW](#)). THESE PROVISIONS SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

2. Services Use.

A. Content.

“**Content**” shall be defined to include: (i) materials and other items relating to us and our products and services, and similar items from our licensors and other third parties, including all layout, information, dashboard, databases, text, data, files, images, scripts, designs, instructions, illustrations, photographs, sounds, pictures, videos, URLs, technology, software, interactive features, the “look and feel” of the Services, and the compilation, assembly, and arrangement of the materials of the Services and any and all copyrightable material; (ii) our trademarks, logos, trade names, trade dress, service marks, and trade identities of various parties; (iii) your feedback, suggestions, enhancement requests, recommendations, proposals, or comments to our Services (“**Feedback**”); and (iv) other forms of intellectual property. All right, title, and interest in and to the Services is the property of us or our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent and/or other intellectual property and unfair competition rights and laws to the fullest extent possible.

We reserve the right (but shall have no obligation) to screen, review, flag, filter, modify, refuse, or remove any or all Content. You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk. Any use or reliance on any Content made available via the Services or obtained by you through the Services is at your own risk.

B. Limited License.

Subject to your strict compliance with these Terms and any applicable Additional Terms, we grant you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to download, display, view, consume, and use the Services, in each case for your personal, non-commercial use only. The foregoing limited license (i) does not give you any ownership of, or any other intellectual property interest in the Services or any Content, and (ii) may be suspended or terminated for any reason, in our sole discretion, and without advance notice or liability. All rights not expressly granted to you are reserved by us and our licensors and other third parties. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise.

Any unauthorized use of the Services or Content for any purpose is prohibited as any such use may violate copyright, trademark, privacy, publicity, communications, and other laws, and may result in your personal liability, including potential criminal liability. It is your responsibility to ensure your equipment (computer, laptop, netbook, tablet or other device) meets all the necessary technical specifications to enable you to access and use the Services, if any. You acknowledge and agree that your use of the Services is at your sole risk and responsibility. We expressly reserve the right to remove and/or delete any data, files, and/or other information stored or used in connection with the Services for any reason.

Subject to our [Privacy Policy](#), you grant us the limited, non-exclusive license to use and share your information, including without limitation, data related to your use, and choices as part of the Services and to implement your selections regarding the Services.

C. Restrictions.

You may not: (i) use the Services for any political or commercial purpose; (ii) engage in any activity in connection with the Services or Content that is unlawful, harmful, offensive, sexually explicit, obscene, violent, threatening, harassing, abusive, falsely representative of your persona, invasive of someone else's privacy, or otherwise objectionable to us; (iii) harvest any information from the Services or Content; (iv) reverse engineer or modify the Services or Content; (v) interfere with the proper operation of or any security measure used by the Services or Content; (vi) infringe any intellectual property or other right of any third party; (vii) use the Services or Content in a manner that suggests an unauthorized association or is beyond the scope of the limited license granted to you; or (viii) otherwise violate these Terms or any applicable Additional Terms.

You agree to comply with all local, state, federal, national, foreign, supranational, and international laws, statutes, ordinances, regulations, treaties, directives, and agreements that apply to your use of the Services and Content.

D. Availability.

We reserve the right to refuse or restrict access to the Services and/or Content to anyone for any reason at any time. We may suspend or terminate the availability of the Services, in whole or in part, to any individual user or all users, for any reason, in our sole discretion, and without advance notice or liability. Upon suspension or termination of your access to the Services, or upon notice from us, all rights granted to you under these Terms or any applicable Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Services and Content.

E. Accounts.

Certain features of the Services may require that you to create an account and become a registered user (“**Account**”). To register an account, you may be asked to provide an email address, a username, and a password. You may also provide your age, gender, geography, or other personal information. We will use and protect this information according to the terms of our [Privacy Policy](#). You agree to provide accurate, current and complete information about you. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

You are entirely responsible for maintaining the confidentiality of your password. You also agree not to share your account, screen name, username or password, and agree to notify us immediately if you suspect any unauthorized use of your account. If your account is hacked or any third parties use your account, you should immediately notify us and follow our instructions. You may not sell or charge others for the right to use your account, or otherwise transfer your account. We may take any action if we believe your account has been compromised. We reserve the right to initiate forfeiture of any username for any reason or to disable any log-on ID, at any time, if in our opinion you fail to comply with any of the provisions of these Terms, or any Additional Terms, or if any details provided are proved or suspected to be false. We reserve the right to terminate any Account that we determine violates these Terms and we have the right to deny the creation of any Account for any reason in our sole discretion.

Use of the Services is void where prohibited. By registering an Account and using the Services, you represent and warrant that: (i) all registration data that you submit is truthful and accurate; (ii) you are the age of consent in your state and/or country, as applicable, or older, or have your parent or guardian's consent; and (iii) your use of the Services will not violate any applicable law or regulation,

these Terms, any Additional Terms, or any other rules, policies, or notices published by us; and (iv) you are a “natural person” (corporations, limited liability companies, partnerships and other legal or business entities are not eligible).

3. Linking to the Services.

You may link to the Services, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

4. Customer Support.

If you have any questions or comments, please send an e-mail to us at: contact@bussin.school. You acknowledge that the provision of support is at our sole discretion and that we have no obligation to provide you with customer support of any kind. All legal notices to us must be mailed to: contact@bussin.school. When you communicate with us electronically, you consent to receive communications from us electronically. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

For any purchases made through third party platform providers, such as Apple, Amazon, Roku, or Google, please contact their customer support. Their terms, conditions and policies, and not ours, apply and we do not handle returns or refund requests for purchases through those third party platform providers.

5. Third Party Services.

Our Services may contain content from and/or provide you with access to tools, content, hyperlinks, websites, products or services, which are operated and owned by third parties (“**Third Party Services**”). These Third Party Services are not owned, controlled, or operated by us, and we are not responsible for examining or evaluating their, appropriateness, content or accuracy. We do not warrant and will not have any liability or responsibility for any technologies, materials, products, or services on, or available through, or from such Third Party Services, or for any results that may be obtained from using them.

If you choose to access, transact with, or otherwise interact with any such Third Party Services, you do so at your own risk. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites.

Please review carefully the third party’s policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding Third-Party Services should be directed to the third party.

6. Services Features.

A. Location Based Features.

The Services may offer features that are available to you via a wireless device including the ability to access the Services’ features in certain locations (collectively, “**Location Based Features**”). By using

the Services, you agree that we may collect information related to your use of the Location Based Features, and may change, alter, or modify the settings or configurations on your device in order to allow for or optimize your use of the Services. Data rates and other carrier fees may apply.

B. Communications.

By submitting any form on the Services, you expressly consent to be contacted regarding the information you provided. This contact may occur through various means, including but not limited to: (i) Email; (ii) Phone calls; (iii) Text messages; (iv) Postal mail. We may use the information you submit to: (i) respond to your inquiries; (ii) provide requested information; (iii) send promotional materials or newsletters; and (iv) other purposes, as permitted by applicable law.

You can opt-out of receiving certain promotional e-mails from us at any time by clicking “Unsubscribe” at the bottom of our emails, or emailing: contact@bussin.school. Your opt-out will not affect non-promotional e-mails, such as those about servicing or our ongoing business relations.

Please note that any opt-out by you is limited to the e-mail address used and will not affect subsequent accounts.

7. Ownership and Intellectual Property Rights

Feedback, the Services, Content, 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) 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.

All rights in the Company name, the Terms, product names, trade names, logos, service marks, trade dress, slogans, product packaging, and designs of the Services, whether or not appearing in large print or with the trademark symbol, belong exclusively to the Company or its licensors and are protected from reproduction, imitation, dilution, or confusing or misleading uses under national and international trademark and copyright laws. The use or misuse of these trademarks or any materials, except as permitted herein, is expressly prohibited, and nothing stated or implied on the Services confers on you any license or right under any patent or trademark of the Company, its affiliates, or any third party.

8. Agreement to Arbitrate Disputes and Choice of Law.

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

A. We Both Agree to Arbitrate.

Prior to commencing any arbitration in connection with these Terms, Additional Terms, or the Services and Content, you and we agree to negotiate the dispute in good faith on an individual basis for no less than thirty (30) days after notice of the dispute is provided along with your current email address. If we have a dispute with you, we will provide notice to such email address or to an email address we have on file for you, if any. If the claims cannot be resolved within thirty (30) days after receipt of notice of

the dispute, you and we agree to resolve such claims through final and binding arbitration, except to the extent such claims are excluded below. Under such circumstances, we may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services without first engaging in arbitration or the informal dispute resolution process described herein.

B. What is Arbitration.

Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced.

C. Arbitration Procedures.

The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. Arbitration shall be initiated through JAMS. Any dispute, controversy, or claim arising out of or relating to these Terms shall be referred to and finally determined by arbitration in accordance with the JAMS Streamlined Arbitration Rules and Procedures (“**Arbitration Rules**”) in front of one arbitrator. If there is a conflict between Arbitration Rules and the rules set forth in these Terms, the rules set forth in this Terms will govern. The Arbitration Rules and instructions for how to initiate an arbitration are available from JAMS at <http://www.jamsadr.com> or 1-800-352-5267. To initiate arbitration, you or we must do the following things:

- (1) Write a demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered. You can find a copy of a demand for Arbitration at www.jamsadr.com.
- (2) Send three copies of the demand for Arbitration, plus the appropriate filing fee to your local JAMS office.
- (3) Send one copy of the demand for Arbitration to the other party.

Payment of all filing, administration and arbitrator fees will be governed by the Arbitration Rules. The arbitration hearing may be by telephone or in-person. Disputes may also be resolved by submission of documents and without in-person or telephonic hearings as provided by the Arbitration Rules. To the extent necessary, the locale of the hearing will be the county of the consumer’s home address or, at the consumer’s election, such other locale as mutually agreed to by the parties, or as determined by the arbitrator. Each party will bear their own costs of arbitration unless the arbitrator directs that bearing such costs would be an undue burden and in that case, we will pay for your portion of the arbitration administrative costs (but not your attorneys’ fees). The arbitration may award on an individual basis the same damages and relief as a court (including injunctive relief). Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

D. Authority of Arbitrator.

The arbitrator will decide the rights and liabilities, if any, of you and us, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the

authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, the Terms, and any Additional Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

E. No Class Actions.

You agree you may bring arbitration claims only on your own behalf and not on behalf of any other person or entity. You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed.

F. Exceptions to Arbitration.

This Agreement to Arbitrate shall not require arbitration of the following types of disputes: (i) infringement of our intellectual property (for example, trademark, trade secret, copyright, or patent rights); (ii) breach of our confidentiality; and (iii) small claims actions brought on an individual basis that are within the scope of such small claims court's jurisdiction.

G. Waiver of Jury Trial.

THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and us in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND WE WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING TO ACCEPT THIS AGREEMENT TO ARBITRATE.

H. Choice of Law/Forum Selection.

Unless you and Company otherwise agree, the arbitration will be conducted in New York County, with the option for you to participate telephonically to the extent the Arbitration Rules allow. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of the documents that you and Company submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. Subject to the Arbitration Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration

I. Changes.

By rejecting any changes to these Terms, you agree that you will arbitrate any dispute between you and Company in accordance with the provisions of this Section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms), or any Additional Terms.

J. Opt-Out of Agreement to Arbitrate.

You can decline this agreement to arbitrate by emailing us at contact@bussin.school and providing the requested information as follows: (i) Your Name; (ii) the URL of the Terms; (iii) Your Address; (iv) Your Phone Number; (v) and clear statement that you wish to opt out of this arbitration provision in the Terms. The Opt-Out Notice must be emailed no later than thirty (30) days after the date you first accept the Terms by using the Services.

9. Disclaimer of Representations and Warranties.

THE SERVICES, AND ANY CONTENT THEREIN, ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. WE ARE NOT RESPONSIBLE WHETHER SERVICES, INCLUDING ANY CONTENT THEREIN, ARE ACCURATE, COMPLETE, OR CURRENT. THE SERVICES, AND ANY CONTENT THEREIN, ARE PROVIDED FOR GENERAL INFORMATION ONLY AND SHOULD NOT BE RELIED UPON OR USED AS THE SOLE BASIS FOR MAKING DECISIONS. ANY RELIANCE ON THE SERVICES, AND ANY CONTENT THEREIN, IS AT YOUR OWN RISK.

NEITHER WE NOR ANY OF OUR OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES OR AGENTS (COLLECTIVELY, THE "**COMPANY PARTIES**") MAKE ANY REPRESENTATIONS, WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER AS TO THE SERVICES, AND ANY CONTENT THEREIN, OR ANY THIRD PARTY SERVICES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, INCLUDING THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND FREEDOM FROM COMPUTER VIRUS. BY ACCESSING OR USING THE SERVICE YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SERVICE.

NOTWITHSTANDING THE FOREGOING, THESE DISCLAIMERS DO NOT EXCLUDE ANY CLAIMS THAT CANNOT BE RESTRICTED BY APPLICABLE LAW.

10. Limitations of Our Liability.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE COMPANY PARTIES BE LIABLE TO YOU FOR ANY LOSS, DAMAGE OR INJURY OF ANY KIND INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSSES OR DAMAGES, OR DAMAGES FOR SYSTEM FAILURE OR MALFUNCTION OR LOSS OF PROFITS, DATA, USE, BUSINESS OR GOOD-WILL, ARISING OUT OF OR IN CONNECTION WITH (A) THE SERVICES, (B) THESE TERMS. (C) ANY ADDITIONAL TERMS, OR (D) YOUR MISUSE OF THE SERVICES OR ANY CONTENT AVAILABLE ON OR THROUGH THE SERVICES. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER THE ASSERTED LIABILITY OR DAMAGES ARE BASED ON CONTRACT, INDEMNIFICATION, TORT, STRICT LIABILITY, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY.

In the event you have any basis for recovering damages arising from the Services or a breach of these Terms, you agree that your exclusive remedy is to recover from the Company Parties direct damages and that the Company Parties' maximum liability is limited up to an amount equal to \$100.

11. Indemnification.

You agree to defend, indemnify and hold harmless the Company Parties from and against any and all claims, liabilities, damages, losses, costs and expenses (including, reasonable attorneys' fees and costs) arising out of or in connection with any of the following: (i) your breach or alleged breach of these Terms; (ii) your misuse of the Services or Content contained therein; (iii) your violation of any applicable laws, rules, regulations, codes, statutes, ordinances or orders of any governmental or quasi-governmental authorities; (iv) your violation of the rights of any third party, including any intellectual property right, publicity, confidentiality, property or privacy right; (v) your use of a Third Party Services; or (vi) any misrepresentation made by you. We reserve the right to assume, at your expense, the exclusive defense and control of any matter subject to indemnification by you. You agree to cooperate with our defense of any claim. You will not in any event settle any claim without our prior written consent.

This provision does not require you to indemnify us for any unconscionable commercial practice by us or for our fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Services.

12. Waiver of Injunctive or other Equitable Relief.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BE PERMITTED TO OBTAIN AN INJUNCTION OR OTHER EQUITABLE RELIEF OF ANY KIND, SUCH AS ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY US OR OUR LICENSORS.

13. Changes to Terms and to the Services.

We reserve the right, at any time in our sole discretion, to modify or replace any part of these Terms and any applicable Additional Terms, without prior notice. You agree that we may notify you of any updated Terms and any applicable Additional Terms by posting them on the Services, and/or to send you an e-mail to the last e-mail address you provided to us. All such changes are effective immediately when we post them, or such later date as may be specified in the notice of updated Terms and any applicable Additional Terms. If you object to any such changes, your sole recourse is to cease using the Services.

It is your responsibility to check the Services periodically for changes. Your continued use of or access to the Services following the posting of any changes constitutes acceptance of those changes.

We may provide patches, updates, or upgrades to the Services that must be installed for you to continue to use the Services. Although we will use commercially reasonable efforts to notify you, we may update the Services remotely without notifying you, and you hereby consent to us applying patches, updates, and upgrades. You acknowledge that your use of the Services does not confer on you any

interest, monetary or otherwise, in any aspect or feature of the Services, including but not limited to (where applicable) any rewards, or Content. You also acknowledge that any data, customization, or other data related to your use of the Services may cease to be available to you at any time without notice from us, including without limitation after a patch, update, or upgrade is applied by us. We do not have any maintenance or support obligations with respect to the Services.

14. Termination.

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

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms or any Additional Terms, we also may terminate these Terms and any Additional Terms at any time without notice; and/or accordingly may deny you access to the Services.

The provisions of these Terms and any applicable Additional Terms, which by their nature should survive termination of your use of the Services (or any part thereof), will survive such termination.

15. General Provisions.

A. Survival.

The provisions of these Terms and any applicable Additional Terms, which by their nature should survive termination of your use of the Services, will survive.

B. Severability; Interpretation; Assignment.

If any provision of these Terms, or any applicable Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable, then that provision will be deemed severable from these Terms or the Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the Additional Terms. You hereby waive any applicable statutory and common law that may permit a contract to be construed against its drafter. The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms. We may assign our rights and obligations under these Terms and any applicable Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any applicable Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of us.

C. Complete Agreement; No Waiver.

These Terms, and any applicable Additional Terms, reflect our complete agreement regarding the Services and supersede any prior agreements, representations, warranties, assurances or discussion related to the Services. Except as expressly set forth in these Terms or any applicable Additional Terms, (i) no failure or delay by you or us in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms or any applicable Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

D. International Issues.

We control and operate the Services from the U.S., and we make no representation that the Services is appropriate or available for use beyond the U.S. You agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms, or any applicable Additional Terms, or to any sale of goods carried out as a result of your use of the Services. Software related to or made available by the Services may be subject to export controls of the U.S., and, except as authorized by law, you agree and warrant not to export or re-export the software to any country, or to any person, entity, or end-user subject to U.S. export controls or sanctions.

E. Investigations; Cooperation with Law Enforcement.

We reserve the right to investigate and prosecute any suspected breaches of these Terms. We may disclose any information as necessary to satisfy any law, regulation, legal process or governmental request.

CALIFORNIA RESIDENTS

Residents of California are entitled to the following specific consumer rights information: you may contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by mail at: 1625 North Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (916) 445-1254. Their website is located at: <http://www.dca.ca.gov>.

PRIVACY POLICY

For information about our data protection practices, please read our privacy policy available at [Privacy Policy](#). This policy explains how we treat your personal information, and how we protect your privacy when you use the Services. You agree to the use of your data in accordance with our privacy policy.