

Terms of Use

I (termed as “the Customer” or “you”) agree to and accept the following statement of terms and conditions in relation to the provision of mining and hosting services (termed as the “Agreement”) effective of 06/10/2019, and made between: VBit Technologies (termed as “we”, “us” or “the Service Provider”); and me, the customer.

In accordance with this Agreement, we agree to sell to you ASIC SHA-256 algorithm chips. You retain full ownership rights to the purchased hardware, and you may elect to have us host your hardware in order to provide the services described within this Agreement.

We reserve the right to amend this Agreement from time to time as we see fit, and also reserve the right to amend the Cookie Policy and/or the Privacy Policy also. Should amendments occur, we shall notify you. Please read the Agreement carefully and in full, as it contains provisions relating to arbitration and class action that may impact your rights. If you do not agree to be bound by the terms of the Privacy Policy or this Agreement, your use of this Website is prohibited, and you agree to immediately end your usage of the Website. By accessing the Website, you confirm that you are either 18 years of age or older, or are the age of majority in accordance with the jurisdiction of your residence, or the jurisdiction of the area from which you make use of the Website.

1. Service.

1.1. Facility. VBit Technologies will provide server hosting facility, electrical power, and Internet access to Customer at Service Provider’s and partner facilities (the “Facility”) for the purposes of installing, maintaining, and operating Customer’s servers (the “Equipment”), which may be updated from time to time to add or delete Equipment.

2. Term and Termination.

2.1. Term. The Agreement commences on the earliest date VBit Technologies notifies Customer that any Equipment has been received and turned on by VBit Technologies (“Installation”) and shall remain effective for as long as computational proceeds output exceeds the cost to Customer for operating equipment. As the Contract Term is open ended, we may terminate this Agreement immediately if the value of Coins generated within the 15 prior days are not sufficient to cover the Maintenance Fees accumulated within this period. You may request termination of the contract at any time, and request that we ship your hardware to you. A handling and shipping fee of \$0.08USD/GH is required in these circumstances. This Agreement may be changed by Service Provider at its discretion for reasonable cause.

2.2. Termination for Cause. VBit Technologies may terminate this Agreement for cause immediately following written notice to Customer if Customer: (a) fails to make any payment(s) due pursuant to this Agreement; (b) violates, or fails to perform or fulfill any covenant or provision of this Agreement, and any such matter is not cured within five (5) days after notification from VBit Technologies; or (c) enters into bankruptcy, dissolution,

financial failure or insolvency, sale or merger with another person, corporation or entity, unless approved in advance by VBit Technologies (each, a “Default”).

2.3. Effect of Termination. In the event of a Default by Customer, Customer agrees to pay immediately to VBit Technologies all amounts then owed. If Customer fails to make any such payments, VBit Technologies shall have the right to (a) sell or retain possession of; (b) reconfigure for VBit Technologies’ use; or (c) remove and store at Customer’s expense, all or any portion of the Equipment without any cost, obligation or liability of VBit Technologies to Customer.

3. Fees and Payment.

3.1. Initial Setup Fees. Customer shall pay VBit Technologies the Initial Setup Fees set forth by Service Provider.

3.2. Monthly Service Fees. Customer shall pay VBit Technologies the Monthly Service Fees in the amount of \$0.00005USD per GH/s per day. Monthly service fees can change at Service Provider’s discretion.

3.3. Taxes. Where applicable, Customer is responsible for paying any and all taxes, including without limitation any federal, state, or local taxes on manufacture, sales, gross income, receipts, occupation, or use.

3.4. Any outstanding balance that Customer owes to VBit Technologies can be debited automatically from the VBit Withdrawable Bitcoins Wallet.

4. Security Interest. Customer hereby grants a security interest in the Equipment in favor of VBit Technologies to secure the obligations of Customer under this Agreement. VBit Technologies may, at such time as it determines appropriate, file a UCC 1 Financing Statement in such places as it determines to evidence the security interest granted by Customer to VBit Technologies under this Agreement.

5. Network and Access.

5.1. Network. VBit Technologies will provide a minimum of 100mbps of local network connectivity to each piece of Equipment on a single Ethernet segment. Customer may elect to use VBit Technologies’ standard firewall and Dynamic Host Configuration Protocol (“DHCP”) services. Customer is responsible for all network and device security, including providing a firewall and managing passwords.

5.2. Access. Only those persons specifically authorized by VBit Technologies may access the Facility. VBit Technologies may deny or suspend Customer’s access to the Equipment based on VBit Technologies’ then-current Security Policies and Procedures including:

5.2.1. All access into the Facility must be supervised by a VBit Technologies representative;

5.3. Hazardous Conditions. If, in the discretion of VBit Technologies, its employees or agents, any hazardous conditions arise on, from, or affecting the Facility, VBit Technologies is hereby authorized to suspend service under this Agreement without subjecting VBit Technologies to any liability.

5.4. Demand Response/Load Resource Participation Program. If the Facility is located within the state of Texas, Customer understands that VBit Technologies participates in the Demand Response / Load Resource Participation Program ("LRP Program") for the Texas ERCOT energy grid. The LRP Program is designed to maintain the integrity of the ERCOT grid system. The LRP Program provides ERCOT with the capability to shut off the power load serving VBit Technologies customers in response to emergency load situations.

6. Removals and Relocation of Equipment.

6.1. VBit Technologies may require Customer to relocate the Equipment within the facility upon ten (10) days' prior written notice to Customer, provided that the site of relocation shall afford comparable environmental conditions for the Equipment and comparable accessibility to the Equipment. Notwithstanding the foregoing, VBit Technologies shall not arbitrarily or capriciously require Customer to relocate the Equipment. If the Equipment is relocated according to this Section, the cost of relocating the Equipment and improving the Facility to which the Equipment will be relocated shall be borne by VBit Technologies.

6.2. If at any time the Equipment causes unacceptable interference to existing or prospective VBit Technologies customers or their Equipment, VBit Technologies may require Customer to remove or relocate the Equipment at Customer's sole expense. If Customer is unable to cure such interference by relocating the Equipment, VBit Technologies may terminate this Agreement without further obligation to Customer under this Agreement.

6.3. In the event of an emergency, as determined in VBit Technologies' reasonable discretion, VBit Technologies may rearrange, remove, or relocate the Equipment without any liability to VBit Technologies. Notwithstanding the foregoing, in the case of emergency, VBit Technologies shall provide Customer, to the extent practicable, reasonable notice prior to rearranging, removing, or relocating the Equipment.

6.4. Customer shall not remove any of the Equipment from the Facility without the prior written authorization of VBit Technologies. Customer will provide VBit Technologies with written notification a minimum of ten (10) days before Customer wishes to remove any of the Equipment from the Facility. Before authorizing the removal of the Equipment, VBit Technologies will verify that Customer has no payments due. Once VBit Technologies authorizes the removal of the Equipment from the Facility, Customer will

remove such Equipment, and shall be solely responsible to bring appropriate packaging and moving materials. If Customer uses an agent or other third party to remove the Equipment, Customer shall be solely responsible for the acts of such party, and any damages caused by such party to the Equipment or otherwise.

7. Customer Responsibilities.

7.1. **Acceptable Use Policy.** Customer shall at all times use the Equipment and maintain the Facility, in a safe manner and according to VBit Technologies' then-current Acceptable Use Policy.

7.2. **Compliance with Laws.** Customer's use of the Facility and the Equipment located at the Facility, must at all times conform to all applicable laws, including international laws, the laws of the United States of America, the laws of the states in which Customer is doing business, and the laws of the state where the Facility is located.

7.3. **Licenses and Permits.** Customer shall be responsible for obtaining any licenses, permits, consents, or approvals from any federal, state or local government, which may be necessary to install, possess, own, or operate the Equipment.

7.4. **Insurance.** It is understood that VBit Technologies is not an insurer and Customer Equipment is not covered by any insurance policy held by VBit Technologies. Customer is responsible for obtaining insurance coverage for the Equipment.

8. **Common Carrier.** VBit Technologies and Customer agree that VBit Technologies is acting solely as a common carrier in its capacity of providing the Service hereunder, and is not a publisher of any material or information. Furthermore, VBit Technologies has no right or ability to censor materials or information traversed through VBit Technologies' networks.

9. **Warranty and Disclaimer.** VBIT TECHNOLOGIES MAKES NO WARRANTIES OR GUARANTEES RELATED TO THE AVAILABILITY OF SERVICE OR THE OPERATING TEMPERATURE OF THE FACILITY. THE SERVICE AND THE FACILITY PROVIDED BY VBIT TECHNOLOGIES IS PROVIDED "AS IS." VBIT TECHNOLOGIES DOES NOT PROVIDE MECHANICAL COOLING OR BACKUP POWER AND THE FACILITY IS SUBJECT TO SWINGS IN LOCAL TEMPERATURE, WIND, HUMIDITY, ETC. VBIT TECHNOLOGIES MAKES NO WARRANTY WHATSOEVER, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; or (C) WARRANTY AGAINST INTERFERENCE. VBIT TECHNOLOGIES DOES NOT WARRANT THAT (A) THE SERVICE SHALL BE AVAILABLE 24/7 OR FREE FROM MINOR INTERRUPTIONS; (B) THE SERVICE SHALL MEET CUSTOMER'S REQUIREMENTS OTHER THAN AS SET OUT IN THE DOCUMENTATION; OR (C) THE SERVICE SHALL PROVIDE ANY FUNCTION NOT DESIGNATED IN THE DOCUMENTATION.

10. Limitation of Liability.

10.1. Customer understands and acknowledges that in some situations Equipment functionality may be unavailable due to factors outside of VBit Technologies' control. This includes, but is not limited to network failures, pool operator failures, denial of service attacks, currency network outages, hacking or malicious attacks on the crypto networks or exchanges, power outages, or Acts of God. VBIT TECHNOLOGIES SHALL HAVE NO OBLIGATION, RESPONSIBILITY, AND/OR LIABILITY FOR THE FOLLOWING: (A) ANY INTERRUPTION OR DEFECTS IN THE EQUIPMENT FUNCTIONALITY CAUSED BY FACTORS OUTSIDE OF VBIT TECHNOLOGIES' REASONABLE CONTROL; (B) ANY LOSS, DELETION, OR CORRUPTION OF CUSTOMER'S DATA OR FILES WHATSOEVER; (C) ANY LOST REVENUE TO CUSTOMER DURING OUTAGES, EQUIPMENT

FAILURES, ETC.; (D) DAMAGES RESULTING FROM ANY ACTIONS OR INACTIONS OF CUSTOMER OR ANY THIRD PARTY NOT UNDER VBIT TECHNOLOGIES' CONTROL; OR (E) DAMAGES RESULTING FROM EQUIPMENT OR ANY THIRD PARTY EQUIPMENT.

10.2. IN NO EVENT SHALL VBIT TECHNOLOGIES BE LIABLE TO CUSTOMER OR ANY OTHER PERSON, FIRM, OR ENTITY IN ANY RESPECT, INCLUDING, WITHOUT LIMITATION, FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS OF ANY KIND OR NATURE WHATSOEVER, ARISING OUT OF MISTAKES, NEGLIGENCE, ACCIDENTS, ERRORS, OMISSIONS, INTERRUPTIONS, OR DEFECTS IN TRANSMISSION, OR DELAYS, INCLUDING, BUT NOT LIMITED TO, THOSE WHICH MAY BE CAUSED BY REGULATORY OR JUDICIAL AUTHORITIES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OBLIGATIONS OF VBIT TECHNOLOGIES PURSUANT TO THIS AGREEMENT. EXCLUDING ANY CLAIMS FOR INDEMNIFICATION UNDER SECTION 11, VBIT TECHNOLOGIES' LIABILITIES UNDER THIS AGREEMENT, WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY, OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNTS ACTUALLY RECEIVED BY VBIT TECHNOLOGIES FROM CUSTOMER IN THE 3 MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE CLAIM.

10.3. Customer's sole remedy for performance or non-performance of the terms of this Agreement shall be a refund of any fees paid to VBit Technologies for the current service month. Unless applicable law requires a longer period, any action against VBit Technologies in connection with this Agreement must be commenced within one year after the cause of the action has occurred.

10.4. Customer agrees to look exclusively to Customer's insurer to recover for injury or damage in the event of any loss or injury and releases and waives all right of recovery against VBit Technologies.

11. Indemnification. Customer will indemnify, hold harmless, and defend VBit Technologies, its subsidiaries, employees, agents, directors, owners, executives,

representatives, and subcontractors from any liability, claim, judgment, loss, cost, expense or damage, including attorneys' fees and legal expenses, brought by any party on account of the Equipment or Customer's use of the Equipment, or any injuries or damages sustained by any person or property due to any direct or indirect act, omission, neglect or misconduct of Customer, its agents, representatives, employees, contractors and their employees and subcontractors and their employees.

You state and confirm that you shall indemnify, defend and hold harmless our Company, and all members, managers, directors, officers, contractors, employees, agents and joint venturers thereof, against and from any damages, claims, losses, obligations, costs, expenses, debts and liabilities (including, without limitation, attorney's fees) which arise from:

- a. Your access to or usage of the Website
- b. Violation of any term of the Cookie Policy, the Privacy Policy or the Agreement by you.
- c. Violation of third party rights, including but not limited to property, copyright or contractual right, by you.

The obligations in terms of indemnification and defense detailed in this section 12 are to remain in force beyond the end of your Contract Term and your usage of the Website.

You accept and agree that it is your duty to defend us against any such claim, and that we may require that you pay for an attorney or attorneys of our choosing in any such case. You agree and accept that this indemnity includes our requiring you to pay for our reasonable attorney

fees, disbursements and court costs. In the event of claims such as those described here, we may choose to settle with any party or parties who bring a claim, and you shall remain liable for damages as if a trial had proceeded.

12. Miscellaneous.

12.1. Lease Agreement. VBit Technologies leased certain premises in the Facility from the Facility's owner ("Owner") pursuant to a lease agreement ("Lease"). Pursuant to the Lease, VBit Technologies has the right to execute and enter into this Agreement for certain space located within the Facility. Customer is not a party to or a beneficiary under the Lease and has no rights thereunder.

12.2. Representations. The parties have not made or relied upon any representations, understandings, or other agreements not specifically set forth in this Agreement.

12.3. Whole Agreement. This Agreement, the Addendum, and any documents referenced in this Agreement represent the whole Agreement between the parties and is a final, complete and exclusive statement of the terms of this Agreement. No course of prior dealing between the parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement.

12.4. Waiver, Severability. The waiver of any breach or default does not constitute the waiver of any subsequent breach or default. If any provision of this Agreement is held to

be illegal or unenforceable, it shall be deemed amended to conform to the applicable laws or regulations, or, if it cannot be so amended without materially altering the intention of the parties, it shall be stricken and the remainder of this Agreement shall continue in full force and effect.

12.5. Amendment. Amendments, modifications, or supplements to this Agreement must be in writing signed by authorized representatives of both parties.

12.6. Assignment. Neither this Agreement nor any right or obligation arising under this Agreement may be assigned by Customer in whole or in part, without the prior written consent of VBit Technologies. VBit Technologies may at any time assign, transfer, delegate or subcontract any or all of its rights or obligations under this Agreement without Customer's prior written consent. Subject to the restrictions on assignment of this Agreement, this Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors, and assigns.

12.7. Force Majeure. Neither party shall be liable in any way for delay, failure in performance, loss or damage due to any of the following force majeure conditions; fire, strike, embargo, explosion, power failure, flood, lightning, war, water, electrical storms, labor disputes, civil disturbances, governmental requirements, acts of civil or military authority, acts of God, acts of public enemies, inability to secure replacement parts or materials, transportation facilities, or other causes beyond its reasonable control, whether or not similar to the foregoing. This also includes planned service and maintenance needs.

12.8. Venue. Any proceeding concerning this Agreement must be brought in a State of Federal court located in Delaware and each of the parties hereby irrevocably consents to the exclusive jurisdiction of such courts.

12.9. Governing Law. This agreement shall be governed by the laws of the State of Delaware.

12.10. Relationship of the Parties. The parties agree that their relationship hereunder is in the nature of independent contractors. Neither party shall be deemed to be the agent, partner, joint venturer or employee of the other, and neither shall have any authority to make any agreements or representations on the other's behalf. Each party shall be solely responsible for the payment of compensation, insurance and taxes of its own personnel, and such personnel are not entitled to the provisions of any employee benefits from the other party. Neither party shall have any authority to make any agreements or representations on the other's behalf without the other's written consent. Additionally, VBit Technologies shall not be responsible for any costs and expenses arising from Customer's performance of its duties and obligations pursuant to this Agreement.

12.11. Interpretation. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation and construction of this Agreement, and this Agreement shall be construed as having been jointly drafted by the parties. The titles and headings for particular paragraphs, sections and subsections of this Agreement have been inserted solely for reference purposes and shall not be used to interpret or construe the terms of this Agreement.

12.12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same document.

13. Communication

Communication between you and us is to be made in writing, including email and alternative electronic messaging formats as and when required.

14. Data Collection and Protection

You agree that your personal data may be processed in the context of the Agreement for the purposes described within it. You also agree that we may store this data beyond the end of the Contract Term until you specifically revoke our permission to do so. If we are required to collect any further data from you in the context of providing services to you, you agree to provide the necessary data to us without delay.

15. Warranty and Representation

You state and confirm to us that you possess knowledge of cryptocurrencies such as Bitcoin, and are familiar with the mining process. You also state that you are familiar with the nature and usage of mining these cryptocurrencies. You acknowledge that the responsibility for maintaining your own software and hardware in order to access and make use of the Services is yours, and yours alone.

We do not warrant or guarantee that the Services will be profitable at any time. You agree and accept that you cannot make any claim against us for any amount of Coins under the terms of this Agreement, and we do not warrant or guarantee value of any output whatsoever.

Additionally, you acknowledge that the value of any Coins mined is dependent on the actual price when compared to any given cryptocurrency/fiat. This is the concept of "Market Price Volatility", and is termed as such.

Furthermore, you state and confirm that you will be the beneficial owner of all Coins generated. The content of our Website is provided on the basis of general informational use. The content does not constitute advice, whether formal or informal. We undertake to make reasonable effort to ensure all information listed on our Website is up to date and relevant, but do not make any guarantee, warranty or representation, implied or expressly, that the content of the Website is up to date or complete at any time.

16. Card and Payment Processing

The provisions detailed here apply only to the extent that Services are purchased via debit or credit card.

You acknowledge and agree that if we are unable to continue service provision at any time during the period of your Contract Term, our maximum liability to you is the amount you paid to us at the time our service to you commenced, minus all payments made to you by us up to and including the date that service provision ceased.

We make use of third party services, and the services of the affiliates of these third parties. Our usage of these third party services enables you to make monetary deposits and transfer payments within our Website by making use of the credit or debit card details you have provided to us, hereby termed as “the Card Services”, and “the Card Service Provider”). These Card Services include no additional services, and as such do not include cryptocurrency deposit or provision for your account.

We may transfer and share – including transfer across borders – your personal information with the Card Service Provider. This is done for the purpose of performing the Card Services made to our website through the use of your debit or credit card. Your personal information is shared with the Card Service provider only after you choose to carry out monetary transactions by using the Card Service Provider’s Card Services. For the purposes of Section 8, your personal information includes information that can or does identify you as an individual, including the information you submitted to us during the registration process. This may include your location and email address, and/or any additional information you may have provided at the point of registration or during your usage of our services.

Additionally, we may transfer non personal data which you have, through your use of our services or your use of our website, provided to us. This non personal data may be used by the Card Service Provider to verify your status, and provide authorization for you to make use of the Card Services of the Card Service Provider. The non personal data may include your transaction history on the website. This data will be provided without any information which can identify you, and is used only for the Card Service Provider’s examination and assessment.

By your acceptance of these terms, you state and confirm that all information you provide to us is accurate and correct. The provision of knowingly fraudulent or false information, or the fraudulent use of our Services or the Card Services provided to you, is expressly prohibited. You are not obliged by law to provide us or the Card Service provider with any data whatsoever. You therefore state and agree that you provide us and the Card Service Provider with your personal data freely and willingly, for the purpose of obtaining use of our services, and the services of the Card Service Provider.

By making use of the Card Services, you state and agree that you are prohibited from withdrawing any amounts that you have deposited, or are entitled to due to the performance of the Services, for a period of thirty two days.

In the event that a payment by you results in material issues including without limitation

charge backs, we are entitled to permanently retain all current and future proceeds from Mining Output.

17. Language, Governing Law, Miscellany

This Agreement is governed and interpreted in accordance with the laws of the United States of America. Both parties agree, to the extent applicable law permits, that competent courts of the United States of America have jurisdiction, on a non exclusive basis, to hear and determine any action, proceeding or suit, as well as settle any dispute, arising from or connected to this Agreement.

You, as a user of our Website, do not have and cannot receive ownership interests in any part of our Website. You are entitled only to the revocable access and license detailed above. Your access and license is subject to the following:

- i. You are prohibited from decompiling, reverse engineering, modifying, selling, renting, disassembling, loaning, leasing, translating, distributing or creating derivative works of or to the Website, or any part of the Website, for any reason.
- ii. You are prohibited from sharing your access or license with any other party except in any manner described within our Cookie Policy, Privacy Policy, Agreement, or additional agreements.
- iii. You are prohibited from violating or infringing our rights, privacy or intellectual property.
- iv. You are prohibited from violating the rules, procedures and laws of the United States of America whilst making use of the Website.
- v. You are prohibited from violating any of our additional policies.
- vi. You are prohibited from accessing or making use of our website through any channel provided or specified by us.
- vii. You are prohibited from using the Website on computers that are used for the operation of mission critical purposes such as nuclear facilities or life support, or any other scenario which presents risk to property or life.
- viii. You are prohibited from selling, loaning, leasing, distributing, transferring or sublicensing the Website or access to the Website, or deriving income from the provision or usage of the Website, other than what the functionality of the Website allows.

Please note that this list of restrictions is issued without limitation. Breaching any of these restrictions may result in us withdrawing your license or access to our Website as we see fit. We also reserve the right to withdraw our license or access to our Website if we have reason to believe your actions are harmful to us or to our users.

If you breach any of these restrictions and we do not withdraw your license or Website access, this does not constitute our condoning of your actions or limit our right to withdraw license or access in the future.

18. Use of the Website

When you make use of the Website, you take full responsibility for your own actions and conduct, including the creation of any content with the assistance of the Website. By

making use of our Website, you acknowledge and agree to be bound by the following terms:

- i. You shall not make use of the Website to commence or further any unlawful or fraudulent activity.
- ii. You shall not copy, disclose or distribute the Website or its components in any format, including but not limited to “scraping” via automatic or non automatic means.
- iii. You shall not utilize the Website in any unlawful manner.
- iv. You shall not interfere with or compromise the security or integrity of the system, nor make any attempt to do so. Nor shall you decipher or attempt to decipher transmissions from or to the Website servers.
- v. You shall not use scrapers, crawlers, spiders, robots or other means to interface with or extract data from the Website other than the means provided by us.
- vi. You shall not use bots or other software to issue messages through our website.
- vii. You shall not access the Website for the purpose of attempting to build similar products or services
- viii. You shall not take actions that impose or have the potential to impose large or unreasonable demands on our hardware or infrastructure. What constitutes a large or unreasonable load is at our own discretion.
- ix. You shall not impersonate any other entity or person, or misrepresent your relationship with any other entity or person.
- x. You shall not use the Website in a manner that is threatening, invasive, obscene, defamatory, unlawful or misleading.
- xi. You shall not stalk, bully, harass or harm another individual through your use of the Website.
- xii. You shall not violate the regulations, policies, procedures or requirements of any network connected to us or our Website.
- xiii. You shall not disrupt or interfere with the Website.
- xiv. You confirm that you shall not hold us liable for your own use of the Website.
- xv. You shall not aid or cause the destruction, disruption, removal, impairing or disablement of our Website or any portion of it, including the de-caching or de-indexing of any component of our Website from any third party website, for example by requesting it be removed from a search engine.

If at any time we discover that you are undertaking any of the actions or behaviors described, we reserve the right to terminate or suspend your access to our Website. Whilst we will generally provide explanations to users suspended or terminated, we are not obligated to do so and reserve the right to terminate or suspend the access of any user without explanation or notice, at any time.

19. Intellectual Property

Our Website, along with its design and images, writings, templates, text, graphics, scripts, features, logos or trademarks contained within (termed as “Marks”) are all licensed to or owned by us, and are subject to intellectual property and copyright laws both of the United States and international conventions. We reserve all rights in and to the website, including those not expressly granted. You agree that you shall not engage in the usage, distribution or copying of any contents or components of the Website

without our express permission, in writing. Our Website may contain trademarks or service marks of affiliate or other companies, and these may take the form of logos, graphics or text. Your usage of the Website does not provide you with the license or right to make any use of these service or trademarks unless prior permission is obtained from the corresponding owner of these trade or service marks. Our Website is protected under international copyright law. Redistributing, copying or publishing any part of this Website by you is prohibited. Your usage of our Website does not entitle you to any stake of ownership of the Website.

20. Severability

Should any provision of term of this Agreement be found unlawful, conflicting any other way, the remainder of the Agreement is to remain in force on the same terms as if the unenforceable provision had not been included at inception. If two or more terms of this Agreement or another Agreement you hold with us are deemed to be in conflict with each other, we reserve the right to choose which provision stays in force.

21. Non-Waiver

All rights permitted to us by this Agreement, as well as any additional rights permitted by applicable law, are reserved by us. If we choose not to enforce any provision of this Agreement or any applicable law, this does not constitute a waiver of our right to enforce the same provision should different or the same circumstances occur at any future time.

22. Assignment and Survival

You are not permitted to assign your obligations and/or rights under the Agreement to any other party or entity without getting written consent from us. We reserve the right to assign our obligations and/or rights under this Agreement at our discretion to any other entity or party. All aspects of the Agreement that would be reasonably believed to survive termination remain in force after termination including without limitation the Representation and Warranties, Licensing, Arbitration, Indemnification and Limitation of Liabilities sections.

23. Entire Agreement

Along with the Privacy Policy and applicable Monthly Payment Agreements, this Agreement constitutes the total and exclusive agreement and understanding between all parties regarding the subject matter, and supersedes any contemporaneous or prior understandings or agreements whether written or oral in relation to the subject matter. Waivers, modifications or amendments to any aspect of this Agreement are deemed to be effective only if made in writing, and signed by authorized representatives of all parties involved.

