



HAPPYCAR.com

Terms of Service

THIS AGREEMENT (THE "AGREEMENT") GOVERNS YOUR PURCHASE AND ONGOING USE OF OUR SERVICES.

YOU ACCEPT THIS AGREEMENT AND IT BECOMES A BINDING CONTRACT UPON CREATING AN ACCOUNT AT WWW.HAPPYCAR.COM USING THE ORDER PROCESS AT THAT SITE, OR IF AN ACCOUNT WAS CREATED FOR YOU, BY USING THAT ACCOUNT. YOU ALSO RECONFIRM THIS AGREEMENT UPON EACH LOGIN OR USE OF THE SERVICE. YOU MAY ALSO ACCEPT THIS AGREEMENT BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT AS AN AGENT FOR A COMPANY OR OTHER BUSINESS OR OTHER LEGAL ENTITY, THIS AGREEMENT IS BINDING ON YOU AND YOUR COMPANY/BUSINESS AND YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO YOU, INDIVIDUALLY, AS WELL AS SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT, AND YOU MUST IMMEDIATELY CEASE USE AND YOU MAY NOT USE THE SERVICES IN THE FUTURE.

1. DEFINITIONS

"Affiliate(s)" means any entity which directly or indirectly controls, is controlled by, or is under common control with the applicable person or entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity, or the actual power, contractual or otherwise, to direct and control the operations of such entity.

"Data" means any and all electronic information that identifies You.

"De-Identified Data" means meta data generated by the operation of the Services, aggregated data, and other data that cannot reasonably be used to identify You.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Privacy Policy" means the privacy policy www.happycar.com/info/privacy. We have set forth at governing the Service.

"Service(s)" means the brokering of a transaction between You and a Third Party Service Provider, including the functionality, data, information, reports, processing capabilities and other features provided on, or that are made available from the website located at www.happycar.com. "Service" does not include renting vehicles or providing touring or entertainment services, rather it only includes the brokering service between You and a Third Party Service Provider.

"Third Party Service Provider" means a third party business that rents cars and other vehicles, that provides tourist/entertainment services to the public, or provides other services, distinct from Us.

"We," "Us" or "Our" means Happycar GmbH company.

"You" or "Your" or similar pronouns means you, individually, and the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"Your Data" means all electronic data or information submitted by You in connection with Your use of the Services, but does not include De-Identified Data.

2. PROHIBITED USES.

You covenant not to access the Services for purposes of, monitoring the availability, performance or functionality of the Service, or for any other benchmarking or similar purposes. You further covenant not to (and We do not consent to Your use of the Services to) hack, trick, cheat, perform any other tests or vulnerability assessments, monitor or check the security features of, or otherwise directly or indirectly manipulate Service to anyone's benefit, without our written consent. When using our Service, You may only access Your Data using Your personal login credentials, You may not attempt to access data or programs that belong to other customers, or acquire login credentials of other Users, or otherwise share Your login credentials with third parties. We may establish other acceptable use requirements on the Website which may be incorporated into this provision. You shall not use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy, publicity or personal rights or other obligations owed to third parties, transmit Malicious Code, interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or attempt to or actually gain unauthorized access to the Services or their related systems or networks.

3. SERVICES

3.1.

Order process; binding agreement. When You place an order for services on the Website (or via any other means provided by Us) You are making a non-revocable offer to purchase Services in accordance with the form entries in such order, which offer shall not be a binding contract or otherwise bind Us, or any Third Party Service Provider, until either: (a) We expressly confirm acceptance of such order (and emails or other messages confirming receipt of the order offer do not constitute acceptance); or (b) the Third Party Service Provider confirms acceptance of the order. We

are not obligated to accept any particular order. Your order will become a contract and binding on both of us when We or the Third Party Service Provider confirms acceptance. All such accepted orders are subject to the terms and conditions in this Agreement, that are stated in connection with the order (i.e. service date, times, prices, other conditions), and that are stated in the terms and conditions provided by the Third Party Service Provider. Any requests, conditions or stipulations You attempt to provide outside of the order process, such as by separate email, phone call, live chat, message, videoconference or via other means, are not binding on Us or the Third Party Service Provider.

3.2

Order errors. It is Your responsibility to check the received order confirmation for any errors promptly and to promptly contact Us if You see any errors, such as incorrect dates, quantities, or other errors or inaccuracies. We are not responsible for any errors in an order caused by You and such errors shall not be a basis for, and You will remain liable for, the order that contains such errors. In addition, any order which has been made in an attempt to exploit obviously incorrect pricing or with fraudulent intent or any order which has been made in the expectation of an increased demand for resale purposes is prohibited. Only lawful bookings or purchases for You or another person in whose name You are legally permitted to act may be made on the Website.

3.3

Service Pricing; currency conversion. The website will explain the fees for our Services prior to being incurred. Depending on the type of payment card You use and the bank or financial institution, there may be currency conversion fees and other similar adjustments imposed by the bank or financial institution You use or We use, and therefore the process may not be precisely identical to the order. You acknowledge and agree that You are responsible for any of these currency conversion fees and expenses.

3.4

No responsibility for Third Party Service Provider. We act as a broker only and do not ourselves fulfill the services of the Third Party Service Provider. An overview of the services provided by each Third Party Service Provider is available on the Website. We are not responsible for the acts, omissions representations, misrepresentations, breaches or other interaction between You and the Third Party Service Provider, nor are We responsible or liable for any injuries You (or third parties) suffer making any use of Third Party Service Provider services or products. You agree to pursue any performance related to or other Third Party Service Provider services issues directly with such Third Party Service Provider. We may, but are not obligated, to assist You in any dispute against a Third Party Service Provider.

3.5

Contracts with Third Party Service Provider. In some cases We act only as an intermediary, and You make Your contract directly with the Third Party Service Provider. In these cases You may also direct pay the Third Party Service Provider and not Us, or In either case, We are not a party to (nor obligated on) Your contract with the Third Party Service Provider. You shall not and covenant not to use any technological or other means to circumvent, disable, avoid or otherwise interfere with the normal functioning of our Website in such transaction with the Third Party Service Provider such that We are unable to be paid by the Third Party Service Provider.

4. USE OF THE SERVICES

4.1

Our Responsibilities. We shall use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime, or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), or Internet service provider failures or delays. We do not guaranty any specific uptime or performance speed or responsiveness of the Website. We also agree to provide the Services in accordance in all material respects with applicable laws and government regulations effective in the United States that apply to the Services. Please see section 11 for limitations on Your remedies if We breach this section. We will make commercially reasonable efforts to ensure the confidentiality, integrity, and availability of Your Data. While We are committed to using such efforts to keep Your Data safe and secure, We reserve the right to decide what efforts are commercially reasonable, subject to applicable law. We will not be responsible for any loss of data, income, clients, money or any other of Your or Your client's resources due to any security breaches or Your or Your Users' misuse of Our Services or criminal acts of third parties.

4.2.

Your Responsibilities. You are solely responsible for the accuracy, quality, use, development, integrity and legality of Your Data, and You agree to use the Services only in accordance with this Agreement, and applicable laws and government regulations.

5. NO LIABILITY FOR THIRD-PARTY SERVICES OR PROVIDERS

5.1.

Third-Party Products and Services. Our Service may include, and from time to time We may offer, third party integrations, and other services integrated with Our Service. In addition, Our Service may be integrated into a third party service or platform. We are only responsible for Our Services, and You agree that We shall not be liable, or otherwise responsible, for the accuracy, performance, reliability, availability or any other feature, failure or damage caused by any third party service, plugin, software, platform or other functionality that is not directly supplied by Us. Each such third party service, platform, software or plugin may contain additional terms. You agree that if You are damaged or have any issue with such third party service, platform, software or plugin, You will contact the vendor/supplier of that third party service, platform, software or plugin directly, and seek all remedies directly with them.

6. FEES AND PAYMENT FOR SERVICES

6.1.

User Fees. You shall pay all fees specified on the Website that are due for the Services You order. Except as otherwise specified herein or on the Website, (i) fees are quoted and payable in United States dollars and (ii) payment obligations are non-cancelable and fees paid are non-refundable.

6.2.

Payment. Unless otherwise set forth specifically on the Website, You agree to timely pay fees in U.S. dollars via credit card at the time the Service is ordered. If You pay by credit card, You authorize Third Party Service Provider to charge such credit card for all Services You accept. All other forms of payment shall be deemed paid when the Third Party Service Provider actually receives the check and it clears it's bank. You are responsible for maintaining complete and accurate billing and contact information in the Services.

6.3.

Overdue Charges. If any charges are not received from You by the due date, then at Our discretion, such charges may accrue late interest at the rate of 2% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

6.4.

Suspension of Service. If any amount owed by You under this or any other agreement for Services is not timely paid, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full.

6.5.

Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to collect Taxes for which You are responsible under this paragraph, the appropriate amount shall may be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. You hereby indemnify, defend and agree to hold Us (and our officers, directors, members, employees and other agents and affiliates) harmless from any and all actions, damages, losses and other amounts claimed by an tax authority for non-payment of such Taxes, and unless expressly prohibited by law, such indemnity shall include payment of all fines, interest and penalties associated with the non-payment/late payment/insufficient payment of such Taxes, unless You pay such Taxes to Us and We fail to remit such Taxes to the appropriate tax authority.

6.6

Failure to pay; chargebacks; deposits; re-booking, change and cancellation fees. We will bear any fees or expenses We incur (or the Third Party Service Provider incurs) arising from a re-booking or cancellation up to 48 hours before the agreed upon date for performance of the services by the Third Party Service Provider. We agree to this even if the Third Party Service Provider specifies different cancellation terms. Should a cancellation or re-booking take place within 48 hours of the designated reservation date and time in the order, the terms and conditions of the respective Third Party Service Provider will apply. We may cancel any order You make if You fail to pay for such order in the time stated. If We cancel such order You remain liable for the full amount of the order, unless otherwise stated in the cancelation fee or early termination section of the order. In some cases We may verify a payment card is available without actually charging the payment card to comply with applicable payment card requirements, or We may take a non-refundable reservation deposit, expecting to charge the remainder at the time of order fulfillment. You are required to promptly correct or

update any payment card information that changes between the date of the order the date We charge Your payment card. If We are unable to charge Your payment card, We will use the information You provided to attempt to contact You via electronic means and request that You correct the erroneous information. We are not liable for errors in Your contact information or the inability to contact You in such cases. If You fail to correct such information and have provided a deposit, You agree that We may retain the deposit as liquidated damages for the cost and expense We have incurred in providing the Service and making the reservation and in any event, upon failure to pay for the Services, We and/or the Third Party Service Provider may cancel Your order.

Both booking changes and cancellations can only be accepted by phone at the number identified on the Website or if so stated on the Website, via email to the email address identified on the Website (provided that We are not liable for the timing difference when using email, and You MUST allow Us at least 48 hours to read and reply to the email).

7. PROPRIETARY RIGHTS

7.1.

Reservation of Rights. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related patent, copyright, trademark, trade secret and other proprietary rights therein (intellectual property rights), and all enhancements, modifications and other alterations or derivatives thereof, regardless of whether such enhancements, modifications and other alterations or derivatives thereof arise from any suggestion, input, idea, or other submission by You. For the avoidance of doubt, You hereby assign over to Us (and automatically assign over to Us in the future) all right, title and interest to all intellectual property rights described or disclosed in any suggestion, input, idea, or other submission by You relating to the Service; provided however that at no time shall We own any rights in Your Data. No rights are granted to You hereunder other than as expressly set forth herein.

7.2.

Restrictions. You shall not (and covenant not to) (i) permit any third party to access the Services except as permitted herein, (ii) create derivative works based on the Services, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranet or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

7.3.

Ownership of Your Data. As between Us and You, You exclusively own all rights, title and interest in and to all of Your Data; provided however that We have a license and right during the term of our business relationship to use Your Data solely to provide the Services to You and as otherwise permitted herein, as permitted in the Privacy Policy, or as required to comply with applicable law.

7.4

Ownership and Use of De-Identified Data. We own all De-Identified Data, and We have the right to sell, license, sublicense, transfer and otherwise use such De-Identified Data in any manner, without payment to You, or reduction or other offset to any fees We charge.

8. CONFIDENTIALITY.

Our Privacy Policy sets forth our disclosures, duties and other conditions on which We agree to maintain the confidentiality of Your Data.

9. WARRANTIES AND DISCLAIMERS

9.1.

Warranties. Each party represents and warrants that (i) it has the legal power to enter into this Agreement. You represent that You will not transmit to Us Malicious Code or data that violates the legal rights of any third party or applicable law.

9.2.

Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS OR WARRANTIES HEREIN THE SERVICE IS PROVIDED "AS IS" WITHOUT ANY OTHER WARRANTY OF ANY KIND AND WE HEREBY DISCLAIM ANY AND ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE AND NON-INFRINGEMENT, AND ANY IMPLIED WARRANTIES ARISING UNDER ANY UNIFORM COMMERCIAL INFORMATION TRANSACTIONS ACT. THERE IS NO WARRANTY THAT ANY SERVICE INFORMATION, POSTINGS, CONTENT, EFFORTS, SERVICES, THE SERVICE OR ANY SYSTEM PROVIDED BY US WILL FULFILL ANY OF YOUR PARTICULAR PURPOSES OR NEEDS.

10. INDEMNIFICATION

10.1.

Indemnification by You. You hereby covenant to indemnify, defend and hold Us (and our members, owners, officers, employees, agents, affiliates and other persons acting on Our behalf) harmless from and against any claim made or brought against Us by a third party that arises from any violation of this Agreement, applicable law, infringement or misappropriation of intellectual property or other rights of a third party or breach of any contractual, privacy or publicity rights of a third party caused by You or Your employees, agents or other contractors.

10.2

Infringement claims. In the event a third party makes a claim that the Service infringes its intellectual property or other rights, You shall give Us prompt written notice of such claim. We shall have the right to among other actions, seek a license, resolve, provide a design-around, or otherwise make modifications to avoid such infringement or other rights claim. In Our discretion if We determine that the above actions are commercially infeasible, in addition to any other rights herein, We may terminate this Agreement or the applicable portion of the Services that is alleged to cause the infringement or otherwise violate third party rights, and refund to You any pre-paid amounts or portions thereof relating to such terminated portion of the Service. This refund is Your exclusive remedy in the event of a third party claim that the Service infringes their intellectual property or other rights.

11. LIMITATION OF LIABILITY AND REMEDY

11.1.

Limitation of Liability. YOU AGREE THAT IN NO EVENT SHALL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE LESSER OF \$500 OR THE AMOUNT ACTUALLY PAID BY YOU HEREUNDER IN THE ONE MONTH PRECEDING THE DATE THE INCIDENT GIVING RISE TO THE CLAIM ACCRUED.

11.2.

Exclusion of Consequential and Related Damages. YOU AGREE THAT IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU, YOUR AFFILIATES, OR ANY OTHER PERSON WHO USED OUR SERVICE WITH YOUR ACCESS RIGHTS FOR ANY LOST PROFITS OR LOST REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER ARISING HEREUNDER OR UNDER OTHER APPLICABLE LAW, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.3

Repair Or Replace Remedy. You agree that Your sole remedy in the event You have any claim against Us in respect of the provision of the Service is for Us to repair, replace or otherwise correct such Service to meet the warranty provided for herein; under no circumstances will We be liable to You in such cases for any damages, costs or fees of any kind, including but not limited to actual, compensatory, direct, incidental, punitive or consequential damages, whether or not occasioned by Our negligence. If this provision is determined to have failed of its essential purpose or is otherwise deemed or determined to be unenforceable, You agree that this provision is an independent limitation from all other limitations of remedies herein, and all such other limitations on remedy, including but not limited to those in Sections 11.1 and 11.2 shall survive and remain applicable to any claim You make, including but not limited to any claim that We failed to provide an effective repair, replacement or re-performance of services.

12. TERM AND TERMINATION

12.1.

Term of Agreement. This Agreement commences on the date You accept it (as provided in the opening paragraph) and continues until You or We expressly terminate it by notice to the other party.

12.2.

Return of Your Data. Upon Your account termination, unless otherwise required by applicable law, We will archive Your Data for a period of up to 30 calendar days, unless otherwise instructed by You. After such 30-day period, We shall have no obligation to maintain or provide to You any of Your Data and may thereafter, unless We are legally prohibited from doing so, delete all of Your Data in the Service or otherwise in Our possession or under Our control.

12.3.

Surviving Provisions. Section 6 (Fees and Payment for Services), 7 (Proprietary Rights), 8 (Confidentiality), 9.2 (Disclaimer), 10 (Indemnification), 11 (Limitation of Liability), 12.2 (Return of Your Data), 13 (Governing Law and Jurisdiction) and 14 (General Provisions) shall survive any termination or expiration of this Agreement.

13. GOVERNING LAW AND JURISDICTION

13.1

Jurisdiction. This contract will be governed by the laws of the State of New York, exclusive of its conflicts of laws provisions. The parties agree that the Uniform Commercial Code, the United Nations Convention on Contracts for the International Sale of Goods and any Uniform Computer Information Transactions Act shall not apply between us.

13.2.

Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination unless the party receiving such email responds that the email is sufficient notice). Notices to You shall be addressed to the system administrator designated by You for Your relevant Services account, and in the case of billing-related notices, to the relevant billing contact designated by You.

13.3.

Agreement to Governing Law and Jurisdiction. Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and consents to the exclusive jurisdiction of the applicable courts above.

13.4.

Waiver of Jury Trial. EACH PARTY HEREBY WAIVES ANY RIGHT TO JURY TRIAL IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT.

13.5

Arbitration of disputes. Any dispute, controversy or claim arising out of or in connection with the interactions between Us and You (including any action arising from this Agreement, or the breach, termination or invalidity thereof), other than a claim that is solely equitable in nature (including but not limited to any claim by Us that our intellectual property rights have been violated) (the "Excluded Claims"), shall be finally settled by arbitration before a single arbitrator administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules of the AAA ("Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause, unless AAA, taking into account the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that expedited or special rules of the AAA shall apply. The parties shall agree on the arbitrator, provided that if they cannot agree, the arbitrator shall be appointed in accordance with the Rules. The arbitration shall be conducted in the English language and any and all documents provided by one party to another that are not in the English language shall be translated by an independent and certified translator into the English language, at

the cost of the party producing such document. The arbitration shall take place as much as possible via electronic means, by use of videoconferencing, email and other remote technology; if a physical hearing must occur, it shall occur in New York. An arbitrator shall be entitled to allow the parties to conduct reasonable discovery under the circumstances and in light of the amount in controversy and importance of the subject matter. A party that does not cooperate in discovery shall be subject to sanctions in the discretion of the arbitrator, up to and including a default judgment, award of fees or other appropriate remedies. A party may elect to arbitrate claims for provisional remedies via arbitration, or sue directly in court as provided above. If a party elects to arbitrate for provisional remedies, the other party may not make an election to move such claim into any court (only the party asserting breach has the right to elect whether a claim for injunction or for provisional remedies shall be arbitrated or tried directly in court). Arbitration shall be the sole and exclusive means to resolve any dispute related hereto other than Excluded Claims.

14. GENERAL PROVISIONS

14.1.

Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

14.2.

No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, intended or implied.

14.3.

Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

14.4.

Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

14.5.

Attorney Fees. Unless We are unsuccessful in such claim, You shall pay on demand all of costs incurred by Us to collect any fees or charges due to Us under this Agreement, or in connection with any claim arising hereunder or under applicable law whether or not arising hereunder, or to otherwise enforce this Agreement, where "costs" shall include Our reasonable attorneys' and other professionals' fees. You further agree that this covenant shall survive any judgment and this duty and obligation to pay "costs" shall continue until full collection of the judgment, including but not limited to all appeals of any decision.

14.6.

Assignment. You may not assign any of Your rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Us (not to be unreasonably withheld).

Notwithstanding the foregoing, You may assign this Agreement in its entirety, without Our consent, to Your Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of Your assets not involving Our direct competitor. We may assign this Agreement at any time, to any person. Any assignment by a party in violation of this provision is void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

14.7.

Agreement Changes. We may add to, change or remove any part of this Agreement at any time, by giving notice on the Service (such notice may be provided at the time You login, or via a textual notice appearing on the Service that terms have changed, or via email or other reasonable means). You may reject those changes by ceasing to use the Service; however, Your continued use of the Service after We make any changes to this Agreement constitutes Your acceptance and agreement to such changes.

14.8.

Entire Agreement. This Agreement, including all exhibits, documents incorporated by reference, and addenda hereto, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto, the terms of such exhibit or addendum shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. No employee, agent or other person associated with Us has the right or power to amend, waive or otherwise orally modify this Agreement.

14.9.

No adverse construction. You and We have had the opportunity to consult with, review and negotiate the terms and provisions of this Agreement and use of the Service, and neither party shall therefore be subject to any adverse construction rule as the draftsperson of the Agreement.

14.10.

Electronic Communications. You agree to transact business with Us (and We similarly agree with You to transact business with You) using electronic communications, either via web forms on the Service, or via email. Electronic communications will be deemed received when the recipient's electronic communication system reports that any electronic communication has been received by the system, regardless of whether the communication is ever actually opened or read. The parties may, but are not required, to use return receipt requests. Unless specifically required by applicable law or as otherwise provided herein, each party consents to receive all notices, information, and other communications from the other concerning any subject matter, via electronic communication. It is each party's responsibility to maintain valid electronic communication addresses. We may terminate Your access to the Service without liability to You if You fail to update and maintain Your electronic communication addresses. Notwithstanding the above, when You are electronically communicating with Us, You must use the proper communication system and address specified by Us for the type of communication, as provided on the Website.

14.11

We may add, change, discontinue, remove or suspend any and/or all Services, including features and specifications of products described or depicted on the Service, temporarily or permanently, at any time, without notice and without liability.