

MojoHost B.V. Terms-of-Use Agreement

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Welcome to the MojoHost.eu website ("**Website**"), which is operated by MojoHost B.V. ("MojoHost"), a private company with limited liability, incorporated under the laws of the Netherlands, with its registered seat at Amsterdam, the Netherlands, registered with the Dutch Trade Register of the Chamber of Commerce under number 61334405. Please read these terms of use, which is a license that governs your use of this Website and any transactions that you engage in through this Website not subject to the master services agreement ("**MSA**"). Your access to this Website is on the condition that you agree to these terms and our privacy policy. Please pay special attention to the following sections: (1) **disclaimer of warranties (section 12)**; (2) **disclaimer of liability (section 13)**; (3) **exclusion of damages and exclusive remedy (section 14)**; (4) **place for resolving disputes (section 18)**; and (5) **dispute resolution (i.e., mandatory arbitration) (section 19)**. By accessing this Website, you state that you have read, understand, and accept and agree to these terms and our privacy policy. If you do not want to agree to these terms or our privacy policy, you may not access this Website.

1. Introduction

This Website provides information and material of a general nature about MojoHost and the services it offers. We provide this information for informational purpose only. You should not rely on this Website for advice of any nature. We are not responsible for the actions, decisions, or other behavior you take or do not take in reliance on this Website. You act at your own risk in relying on the contents of this Website.

MojoHost may change these terms, and any policies or agreements incorporated in these terms, on one or more occasions. Any changes will become effective immediately on posting to the Website, but will not operate retroactively. Your use of this Website after we have made the changes forms your acceptance of these terms as last revised. If you do not agree to these terms as last revised, you may not continue to access this Website. For more information about changes, please see section 22.3, below.

2. Scope of Terms

These terms apply to the Website located at www.MojoHost.eu and all MojoHost owned or operated websites that are linked to www.MojoHost.eu by MojoHost and its affiliates. These terms also apply to any online resources, materials, download areas, tools, and interactive features provided on the Website, including blogs, community forums, chat rooms, discussion websites, knowledge centers, service offerings information, both now and in the future. MojoHost may also publish specific terms, such as the MSA, in which event, these terms will remain in effect to the extent that they do not conflict with the specific terms. If these terms conflict with the MSA, the MSA controls.

The MSA applies to your purchase of services from MojoHost and to specific portions or features of the Website. MojoHost's obligations regarding the services offered on the Website are controlled solely by the MSA and nothing contained on the Website or in these terms will be construed to alter the MSA. The materials on the Website regarding services may be outdated and MojoHost makes no commitment to update the materials. Not all services mentioned in these materials may be available and any references to them do not imply that MojoHost will

make them available to you. Please contact MojoHost regarding the availability of particular services at sales@MojoHost.eu.

3. Eligibility

This Website and the services are available only to users who can form legally binding contracts under applicable law. By accessing this Website, you state that you are (1) at least 18-years old, (2) otherwise recognized as being able to form legally binding contracts under applicable law, and (3) are not a person barred from purchasing or receiving the services under the laws of the Netherlands or other applicable jurisdiction. If you access this Website on behalf of an entity, you state that you have authority to accept these terms for that entity.

4. Limited License; Use of Website

MojoHost hereby grants you a limited, nonexclusive, nontransferable license to access the Website and its content according to these terms and any additional terms, such as the MSA. By “**access**,” we mean visit the Website, use its services, and view or download its content. You must comply with all applicable laws when accessing the Website. MojoHost may change, limit, or cancel your access if you fail to comply with these terms or any other applicable terms, such as the MSA. You may only access the Website for your personal, noncommercial use, and you may not copy or post it on any network computer or broadcast in any media. You will not use any content that you access on the Website for further distribution, display, or sale.

MojoHost provides this Website solely for the use of current and future customers of MojoHost to provide you with information about our company, to permit you to place orders for our products and services, and to enable you to contact us with any questions or comments that you may have. MojoHost prohibits any other use of this Website. For example, you may not use any features on this Website that permit communications or postings to post, transmit, display, or otherwise communicate

- any defamatory, threatening, obscene, harassing, or otherwise unlawful information;
- any advertisement, solicitation, spam, chain letter, or other similar type of information;
- any encouragement of illegal activity;
- unauthorized use or disclosure of private, personally identifiable information of others; or
- any materials subject to trademark, copyright, or other laws protecting any materials or data of others in the absence of a valid license or other right to do so.

Further, you may not use the Website or content for any purpose or in any manner that infringes the rights of any third parties.

Password Protected Areas. Access to and use of password-protected areas of the Website is restricted to authorized users only. You agree that you: (1) will provide current, complete, and accurate identification, contact, and other information about you as you may be prompted by the Website; (2) are responsible to maintain, keep current, and update any registration data and other information you provide to MojoHost; (3) are entirely responsible for maintaining the security of your password, identification, and account and for all activity that occurs under your account; and (4) will notify MojoHost immediately of any unauthorized access or use of your account or password or any other breach of security. You understand that any person with your password will be able to access your account and any registration data, including access to your servers and applications accessible through your account. You accept sole risk of unauthorized access to your account. MojoHost will not be liable to you for any loss you may

incur because of someone else using your password or account regardless of your knowledge. You may be held liable for losses incurred by MojoHost or any other user or visitor to the Website due to someone else using your password or account. You may not use anyone else's account at any time, without the permission of the account holder.

5. Ownership of Content

The Website; its past, present, and future versions; all webpages found within the Website; the material and information on the Website; all graphics, text, images, audio, videos, webinars, designs, compilation, advertising copy, articles, user interfaces, artwork, any computer applications, any copyrightable material (including source and object code), and all other materials, including the design, structure, "look and feel," and arrangement of the content contained on the Website ("**content**"); and trade names, trademarks, service marks, logos, domain names, and other distinctive brand elements, regardless of registration, are owned, controlled, or licensed by or to MojoHost, and are protected by intellectual property laws, including copyright, trademark, trade dress, domain name, patent, trade secret, international treaties, and other proprietary rights and unfair competition laws. In using the Website or the content, you acknowledge and agree to abide by all applicable intellectual property laws, as well as any specific notices contained on the Website. All rights not expressly granted are reserved.

The Website and the content may not be copied, reproduced, modified, adapted, translated, transmitted, displayed, published, posted, resolved, or otherwise distributed in any way, without MojoHost's express advance written authorization. MojoHost grants you permission to display on your computer, print, and download the content on this Website solely for your own personal, noncommercial, and educational use. You must retain copyright and other notices on any copies of the content you make. Certain content and documents available on this Website may be open source content and documents subject to the applicable open source license and are so marked. Your use of those materials is governed by the individual applicable license. Unauthorized use of the Website or the content contained on or available through the Website or any linked websites may violate applicable intellectual property laws or other laws.

The Website may contain user or third-party submitted content, such as feedback and suggestions, posts or submissions, and other materials ("**submissions**") intended for review by the public, or by members of any public or private community. MojoHost does not claim ownership of third-party submitted content and will have no obligation or liability of any kind with respect to submissions. MojoHost does not review, approve, or endorse submissions. MojoHost provides submissions solely for convenience to MojoHost customers and users. MojoHost reserves the right to monitor, restrict access to, edit, or remove any content available on the Website.

6. Trademarks

The trademarks, service marks, logos, slogans, and domain names ("**marks**") referenced on the Website are either common-law service marks or trademarks, or registered service marks or trademarks of MojoHost, and are protected by Dutch, Benelux, EU, and other international laws and treaties. Other names of actual companies and products mentioned on the Website may be the trademarks of their respective owners and reference to them does not suggest sponsorship, endorsement, or association with MojoHost. Nothing contained on the Website should be construed as granting, by implication or otherwise, any license or right to use any marks displayed on the Website, metatags, or any other "hidden text" using marks of MojoHost and its licensors, without prior written permission of MojoHost or the third party who may own the mark.

7. Privacy Policy; Usage Information; Transfer of Data

MojoHost has a separate privacy policy posted on the Website. MojoHost incorporates its privacy policy into these terms by this reference. Your agreement to these terms or your continued access to the Website establishes your agreement to the privacy policy. In addition, by accessing this Website, you acknowledge that Internet transmissions are never completely private or secure. You understand that others may read or intercept any message or information you send to the Website even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

MojoHost may use software that automatically tracks performance and usage information to evaluate the Website. This software will not personally identify you.

If you are accessing this Website from a country other than the Netherlands, your communications with us may result in the transfer of information (including your account information) across international boundaries. By accessing this Website and communicating electronically with us, you consent to these transfers.

8. Feedback

MojoHost encourages you to give feedback about the Website. But MojoHost will not treat as confidential any suggestion or idea given by you, and nothing in these terms will restrict MojoHost's right to use, profit from, disclose, publish, or otherwise exploit any feedback, without payment to you.

9. Hyperlinking to MojoHost Website

MojoHost grants you a limited, nonexclusive license to create a text hyperlink to www.MojoHost.eu only; you may not use the MojoHost corporate logo or any other brand feature to link to MojoHost. MojoHost prohibits you from hyperlinking directly to any other webpage or content within the Website without its prior written permission. MojoHost only consents to hyperlinks in which the hyperlink and the webpages that are activated by the hyperlink do not: (1) duplicate the content of the Website; (2) frame or create any other border around the content or any webpages on the Website or use other techniques that alter in any way the visual presentation or appearance of any content within the Website; (3) misrepresent your relationship with MojoHost or otherwise create a false affiliation, connection, or association with MojoHost; (4) imply that MojoHost approves or endorses you, your website, or your services or product offerings; (5) present a false or misleading impression about MojoHost or otherwise damage the goodwill associated with the MojoHost name or trademarks; (6) use MojoHost trademarks in webpage text, metatags, or hidden text to gain higher rankings from search engines; or (7) use MojoHost name, trademarks, service marks, colors, logos, or any other brand features of MojoHost. MojoHost may revoke this limited license—that is, permission to hyperlink—at any time. If MojoHost revokes this limited license, you will immediately remove all hyperlinks to the Website and stop using the MojoHost trademark. MojoHost will disable any unauthorized hyperlinks or frames, and disclaims any responsibility for the content available on any other website reached by hyperlinks to or from the Website.

10. Hyperlinks to Third-Party Websites

As a convenience to you, MojoHost may provide on this Website hyperlinks to websites owned or operated by other entities that are completely independent from MojoHost. If you access any

of these hyperlinked websites, you will leave this Website. If you decide to visit any hyperlinked website, you do so at your own risk and subject to any terms and privacy policies posted on the hyperlinked websites. MojoHost encourages you to review the terms and privacy policies posted on all hyperlinked websites. Regardless, it is your responsibility to take all protective measures to guard against viruses or other destructive elements. MojoHost does not maintain, control, or govern hyperlinked websites, regardless of the hyperlinking form (e.g., hotlinks, hypertext links, IMG links). MojoHost does not investigate, verify, monitor, or endorse the content, accuracy, opinions expressed, and other hyperlinks provided by hyperlinked websites. MojoHost does not endorse, make any representations regarding, or warrant any information, goods, or services appearing or offered on any hyperlinked website, other than linked information authored by MojoHost. Hyperlinks do not imply that MojoHost or this Website sponsors, endorses, is affiliated or associated with, or is legally authorized to use any service mark, trademark, trade name, logo, or copyright symbol displayed in or accessible through the hyperlinks, or that any hyperlinked website is authorized to use any service mark, trademark, trade name, logo, or copyright symbol of MojoHost. Except for hyperlinks to information authored by MojoHost, MojoHost is neither responsible for nor will it be liable under any theory based on (1) any hyperlinked website; (2) any information or content found on any hyperlinked website; or (3) any websites linked to or from any hyperlinked website. If you decide to visit any hyperlinked websites or transact any business on them, you do so at your own risk. MojoHost reserves the right to discontinue any hyperlinked website at any time without prior notice. Please contact the webmasters of any hyperlinked websites concerning any information, goods, or services appearing on them.

11. Termination and Suspension

Without limiting its other remedies, MojoHost may immediately discontinue, suspend, terminate, or block your and any other user's access to this Website.

12. Disclaimer of Warranties

12.1 We provide you access to this Website and its content "as is," "with all faults," and "as available." You assume the entire risk for satisfactory quality, performance, accuracy, and effort. MojoHost makes no representations or warranties of any kind—express or implied—about the operation of the Website or the content, information, or the materials on this Website. To the greatest extent permissible under applicable law, **MojoHost expressly disclaims all warranties**—express, statutory, or implied—for any of the materials, content, or information on this Website or any goods or other products or services offered, sold, or displayed on this Website or your use of this Website generally. This disclaimer includes any warranties of (1) merchantability, (2) fitness for a particular purpose, (3) workmanlike effort, (4) accuracy, (5) completeness, (6) reliability, (7) suitability, (8) security, (9) privacy, (10) title, (11) exclusivity, (12) quiet enjoyment, (13) noninfringement, and warranties that your access to the Website will be (14) uninterrupted, (15) error-free, or that (16) data loss will not happen. MojoHost further makes no guarantees that the quality and reliability of any information and hosting services obtained from MojoHost will meet your needs, expectations, and requirements; be virus-free; or perform error- and damage-free. There are no warranties that extend beyond the face of these terms or that arise because of course of performance, course of dealing, or usage of trade.

12.2 We do not make any promise about the results that you may obtain from your use of this Website, or about the accuracy, completeness, reliability, security, or currency of the

content. The Website may contain errors, omissions, inaccuracies, or outdated information. We do not warrant the reliability of any statement or other information displayed or distributed through the Website. We do not warrant the truth or validity of any information provided on or through the Website. We may correct any errors or omissions in any portion of the Website. If you believe you have found errors or omissions on the Website, you may bring them to our attention by contacting us at legal@MojoHost.eu.

- 12.3 You acknowledge that your use of this Website is at your sole risk and you alone will be responsible for any loss or damage that you may suffer from any content located on the Website. You assume all risk and responsibility for any loss or damages to your computer system, data, and business from your use of the Website.

13. Disclaimer of Liability

We disclaim any liability or responsibility to you for any of the following:

- (1) any loss of profits, contracts, or goodwill or any type of special, indirect, consequential, or economic loss (including loss or damage suffered because of an action brought by a third party) caused by or resulting from any use of the Website;
- (2) any information, comments, or material you receive that is infringing, inaccurate, obscene, indecent, threatening, offensive, defamatory, invasive of privacy, or illegal;
- (3) any third party's unauthorized access to or alterations of your account, transmissions, or data;
- (4) any viruses or other disabling code that may infect your computer or affect your access to (or use of) the Website and your other services, hardware, or software;
- (5) any incompatibility between the Website and your other services, hardware, or software; or
- (6) any delays or failures you may experience in initiating, conducting, or completing any transmissions to or transactions with the Website.

14. Exclusion of Damages; Exclusive Remedy

- 14.1 Unless caused by our gross negligence or our willful and wanton misconduct, we will not be liable to you for damages of any kind, including direct, indirect, special, consequential, incidental, punitive, reliance, or exemplary damages—whether in tort, contract, or any other legal theory—arising out of your access or your inability to access the Website or the content contained on or accessed through the Website. We are also not liable to you for any damages for loss of profits, loss or corruption of data, loss of goodwill, work stoppage, computer failure or malfunction, or interruption of business arising out of your access or your inability to access the Website or the content contained on or accessed through the Website. This exclusion includes damages from your reliance on any information obtained from MojoHost, or that results from mistakes, omissions, interruptions, deletion of files or emails, errors, defects, viruses, delays in operation or transmission, or any failure of performance, whether resulting from acts of god, communications failure, theft, destruction, or unauthorized access to MojoHost's records, programs, or the Website. This exclusion applies even if you told us of the

possibility of these damages or we knew or should have known about the possibility of these damages.

- 14.2 If you are dissatisfied with the Website or have any other complaint, your exclusive remedy is to stop using the Website. Our maximum liability arising from your use of the Website will not exceed the total amount you have paid to us to use the Website. If you paid us nothing, we owe you nothing.

15. Scope of Disclaimers, Exclusions, and Limitations

The disclaimers, exclusions, and limitations contained in sections 12, 13, and 14 apply to the greatest extent permitted by applicable law, but no more. They are not intended to deprive you of any mandatory protections provided to you under applicable law. Because some jurisdictions may prohibit the exclusion or limitation of certain warranties, liability for consequential damages, or other matters, some or all of the disclaimers, exclusions, or limitations may not apply to you.

16. Compliance with Laws

MojoHost makes no representation that the content and materials are appropriate or available for use outside the Netherlands. You assume all knowledge of applicable law and are responsible for compliance with these laws. You will not access the Website if prohibited in your jurisdiction or use the Website in any way that violates applicable governing laws, regulations, or other government requirements. You will not transmit any content that encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violates any applicable governing law or regulation.

17. Loss Payment (also known as Indemnification)

- 17.1 ***In General.*** You must pay us for any loss of ours that is caused by (1) your access of the Website or your conduction in connection with the Website, (2) your violation of these terms, (3) your violation of rights of a third party, or (4) your negligent or intentional misconduct. But you need not pay to the extent that the loss was caused by our gross negligence or intentional misconduct.

17.2 ***Definitions***

17.2(A) ***Loss*** means an amount that we are legally responsible for or pay in any form. Amounts include, for example, a judgment, a settlement, a fine, damages, injunctive relief, staff compensation, a decrease in property value, and expenses for defending against a claim for a loss (including fees for legal counsel, expert witnesses, and other advisers). A loss can be tangible or intangible; can arise from bodily injury, property damage, or other causes; can be based on tort, breach of contract, or any other theory or recovery; and includes incidental, direct, and consequential damages.

17.2(B) A loss is ***caused by*** an event if the loss would not have happened without the event, even if the event is not a proximate cause of the loss.

- 17.3 ***Our Duty to Notify.*** If we have your contact information, we will notify you before the 30th day after we know or should reasonably have known of a claim for a loss that you might be compelled to pay. Our failure to give you timely notice does not end your duty,

except if that failure prejudices your ability to mitigate losses (but this exception does not apply if we do not have your contact information).

17.4 **Legal Defense of a Claim.** We have control over defending a claim for a loss (including settling it), unless we direct you to control the defense. You and we must cooperate with each other in good faith on a claim.

17.5 **No Exclusivity.** Our rights under this section do not affect other rights we might have.

18. Governing Law; Place for Resolving Disputes

18.1 The laws of the Netherlands govern these terms and any dispute arising out of them without regard for any choice-of-law provisions that might direct the application of the laws of any other jurisdiction. The predominant purpose of these terms is providing services and licensing access to intellectual property and not a “sale of goods.”

18.2 Except for disputes subject to arbitration, all disputes arising under these terms or regarding your access to the Website will be subject to the exclusive jurisdiction and venue of the courts of Amsterdam, the Netherlands. You hereby submit to the personal jurisdiction of the courts of Amsterdam, the Netherlands to resolve all disputes not subject to arbitration. You hereby waive any right to seek another forum or venue because of improper or inconvenient forum.

18.3 This Website will be deemed solely based in Amsterdam, the Netherlands, and will be deemed a passive website that does not give rise to personal jurisdiction over MojoHost, either specific or general, in any other jurisdiction.

19. Dispute Resolution

19.1 **In General.** Each party will allow the other reasonable opportunity to comply before it claims that the other has not met the duties under these terms. The parties will first meet and negotiate with each other in good faith to try to resolve all disputes between the parties relating to these terms.

19.2 **Litigation Election.** Either party may elect to litigate the following type of case or controversy: (1) an action seeking equitable relief, or (2) a suit to compel compliance with this dispute resolution provision.

19.3 **Mediation.** For the purposes of resolution of each dispute that has arisen or might arise further to the present agreement, or any further agreements resulting from the present agreement, the parties will—or the most diligent party will—file a Request for Mediation with the NAI Secretariat according to the NAI Mediation Rules. If that request fails to result in a comprehensive resolution of the dispute by means of signing of a settlement agreement as referred to in article 7(A) of the NAI Mediation Rules, by means of an arbitral award on agreed terms as referred to in article 8 of the NAI Mediation Rules, or by means of a combination of both, the dispute—or at any rate any part of it not resolved in any of the previously mentioned manners—will be resolved exclusively according to the NAI Arbitration Rules.

19.4 **Arbitration.** The parties will settle all disputes arising in connection with this agreement, or further agreements resulting from this agreement, according to the Arbitration Rules

of the Netherlands Arbitration Institute. The arbitral tribunal will be composed of one arbitrator. The arbitral tribunal will be appointed according to the list procedure. The place of arbitration will be Amsterdam, the Netherlands. The proceedings will be conducted in the English language. The arbitral tribunal will decide the dispute according to the rules of law.

20. Right to Injunctive Relief

Both parties acknowledge that remedies at law may be inadequate to provide an aggrieved party with full payment if the other party violates these terms, and that an aggrieved party may seek injunctive relief if a violation happens, in addition to seeking all other remedies available at law or in equity.

21. Limited Time to Bring Claims

A party to these terms must bring any claim arising out of these terms or the Website that party might have against the other party within one-year after the claim arises. If a party fails to bring any claim that party might have against the other party within this one-year period, the claim is permanently barred.

22. General Provisions

22.1 **Entire Agreement.** These terms, together with the privacy policy, and any other legal notice published by us on the Website, form the entire agreement between you and us concerning the Website and its content. It supersedes all prior or contemporaneous agreements between you and us. A printed version of these terms and of any notice given in electronic form will be admissible in any proceedings based on or relating to these terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

22.2 **Copy of these Terms.** You may—and we recommend that you—print these terms on your printer or save them to your computer. If you are having trouble printing a copy, please contact us at legal@MojoHost.eu and we will email you a copy.

22.3 **Changes.** We may change these terms on one or more occasions. We will try to post changes on the Website at least 15 days before they become effective. Changes will become effective on the last updated date noted at the top of the webpage terms. **Changes will not apply to ongoing disputes or to disputes arising out of events happening before the posted changes.** It is your responsibility periodically to check the Website to review the most current terms. While we will try to notify you of any changes to these terms, we do not assume a duty to do so. **By continuing to use the Website after we post changes to these terms, the revised terms will bind you even if you have not actually read them.** If you do not agree to the changes, your exclusive remedy is to stop accessing the Website. If you need more information about the changes or have any other questions or comments about the changes, please contact us at legal@MojoHost.eu.

22.4 **Assignment and Delegation.** We may assign any rights and delegate any performance under these terms to an affiliate or third party. You may not assign your rights or delegate your duties under these terms without our advanced written consent. Any attempted assignment or delegation in violation of this provision will be void.

- 22.5 **Waiver.** If we do not enforce any right or provision of these terms, that failure does not waive our right to do so in the future.
- 22.6 **Severability.** If any provision of these terms is for any reason held unenforceable, that provision will be changed to the extent necessary to make it enforceable without losing its intent. If no change is possible, that provision will be severed from the rest of these terms.
- 22.7 **Cumulative Remedies.** All rights and remedies provided in these terms are cumulative and not exclusive, and the assertion by a party of any right or remedy will not prevent the assertion by the party of any other rights or the seeking of any other remedies available at law, in equity, by statute, in any other agreement between the parties (including the MSA), or otherwise.
- 22.8 **Successors and Assigns.** These terms inure to the benefit of, and are binding on, the parties and their respective successors and assigns. This section does not address, directly or indirectly, whether a party may assign rights or delegate performance under these terms.
- 22.9 **Force Majeure.** We are not responsible for any failure to perform—for so long as the event continues to delay our performance—because of unforeseen circumstances or causes beyond our reasonable control, including:
- 22.9(A) Acts of God, such as fire, flood, earthquakes, hurricanes, tropical storms, or other natural disasters;
 - 22.9(B) War, riot, arson, embargoes, acts of civil or military authority, or terrorism;
 - 22.9(C) Fiber cuts;
 - 22.9(D) Strikes, or shortages in transportation, facilities, fuel, energy, labor, or materials;
 - 22.9(E) Failure of the telecommunications or information services infrastructure; or
 - 22.9(F) Hacking, SPAM, or any failure of a computer, server, network, or software.
- 22.10 **Costs and Legal Fees.** If a court or tribunal of competent jurisdiction determines that a party violated these terms, the breaching party must reimburse the nonbreaching party for all costs and reasonable legal fees incurred in enforcing or defending these terms.
- 22.11 **Notices.**
- 22.11(A) *Sending Notice to Us.* You may send notice to us by email, by calling our customer service department, or by writing to us using the contact information shown on the Website. We will consider an electronic notice received by us only when our server sends a return message to you acknowledging receipt. We may change our contact information by posting the change on the Website. Please check the contact area of the Website for the most current information for sending notice to us.

- 22.11(B) ***Sending Notice to You—Electronic Notice.*** You consent to receiving notice from us in electronic form either: (1) by sending email to the address we have on file for you; or (2) by posting the notice on a location on the Website designated for this purpose. We will deem notices sent to you by email received when our email server indicates transmission to your email address. You confirm that any email address you have provided to us is a current and valid email address for receiving notice, and that your computer has hardware and software configured to send and receive email through the Internet and to print any email message you receive. You may change this consent and request paper notice by normal postal delivery, but if you do, we may collect the reasonable cost and postage for sending postal notice.
- 22.12 ***Authorization and Permission to Send Emails to You.*** You hereby authorize us to email you notices, advertisements, and other communications to you, including emails, advertisements, notices, and other communications relating to our products and services. This authorization will continue until you ask us to remove you from our email list.
- 22.13 ***Electronic Communications Not Private.*** We do not provide facilities for sending or receiving confidential electronic communications. You should consider all messages transmitted to us or from us as open communications readily accessible to the public. You should not use the Website to send or receive messages you only intend the sender and designated recipients to read. Users or operators of the Website may read all messages you send to the Website regardless if they are intended recipients.
- 22.14 ***Electronic Signatures.*** Any affirmation, assent, or agreement you send through this Website will bind you. You acknowledge that when you click on an “I agree,” “I consent,” or other similarly worded “button” or entry field with your mouse, keystroke, or other computer device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.
- 22.15 ***English language.*** We have written these terms and the privacy policy in the English language. We assume that you can read and understand English. We are not liable to you or any other person for any costs or expenses that you incur in translating these terms or the privacy policy into another language. Only the English language version of these terms and the privacy policy control here.
23. **Usages.** In these terms, the following usages apply:
- 23.1 Actions permitted under these terms may be taken at any time and from time to time in the actor’s sole discretion.
- 23.2 References to a statute will refer to the statute and any successor statute, and to all regulations promulgated under or implementing the statute or successor, as in effect at the relevant time.
- 23.3 References to numbered sections in these terms also refer to all included sections. For example, references to section 6 also refer to sections 6.1, 6.1(A), etc.

- 23.4 In computing periods from a specified date to a later specified date, the words “from” and “commencing on” (and the like) mean “from and including,” and the words “to,” “until,” and “ending on” (and the like) mean “to but excluding.”
- 23.5 References to a governmental or quasi-governmental agency, authority, or instrumentality will also refer to a regulatory body that succeeds to the functions of the agency, authority, or instrumentality.
- 23.6 “A or B” means “A or B or both.” “A, B, or C” means “one or more of A, B, and C.” The same construction applies to longer strings.
- 23.7 “Including” means “including, but not limited to.”