

## **TERMS OF USE**

**Last updated on 15/01/16**

**This document is an electronic record in terms of the Information Technology Act, 2000 and the rules framed there under. This electronic record is generated by a computer system and does not require any physical or digital signatures.**

These terms and conditions of use ("**Terms of Use**") of the website located at <http://www.locus.sh> ("**Website**"), between **MARA LABS INC.** (hereinafter referred to as the "**Company**" or "**We**" or "**Our**") and the users/ registrants of the Website ("**You**" or "**Your**" or "**Yourself**" or "**User**"), describe the terms on which the Company offers You access to the Website and the Services (*as defined below*) through the Website.

Accessing, browsing or otherwise using the Website indicates Your acceptance to all the Terms of Use herein. You acknowledge and agree that by mere use of the Website, You shall be contracting with the Company and these Terms of Use constitute Your binding obligations with the Company. These Terms of Use shall be enforceable against You in the same manner as any other written agreement. Please read these Terms of Use carefully before proceeding. If You do not agree with the same, please do not use this Website.

These terms may change periodically at the discretion of the Company. It is Your responsibility to review these Terms of Use periodically for any updates / changes. Your continued use of the Website subsequent to such changes will indicate and imply Your acceptance to such revisions.

These Terms of Use apply to all Users of the website.

### **About Us**

The Company is, *inter alia*, engaged in the business of providing technology for planning, optimisation and tracking of logistics.

#### **1. Acceptance of Terms**

- 1.1. The services that the Company provides to User are subject to the following Terms of Use. The Company reserves the right to update the Terms of Use at any time without notice to User. It is the User's responsibility to review these Terms of Use periodically for

any updates / changes. Your continued use of the Website subsequent to such changes will indicate and imply Your acceptance to such revisions.

- 1.2. These Terms of Use, which incorporates by reference other provisions applicable to use of the Website, including, but not limited to, terms and conditions set forth hereof governing the use of certain specific material contained in Website, sets forth the terms and conditions that apply to use of the Website by User. The Website is an indication of the services provided by the Company on its application (“**App**”), which facilitates planning, optimization, and tracking of logistics (“**Services**”). By using this Website and Services, User agrees to comply with all of the terms and conditions hereof. The right to use the Website is personal to User and is not transferable to any other person or entity. User is responsible for all use of its Account (*as defined below*) (*under any screen name or password*) and for ensuring that all use of User’s Account complies fully with the provisions of this Agreement. User shall be responsible for protecting the confidentiality of User’s password(s), if any.
- 1.3. The Company shall have the right, at any time, to change or discontinue any aspect or feature of the Website, including, but not limited to, the content or product listings..

## 2. **Account**

- 2.1. The Company makes the Services available to You through the Website only if You have provided the Company with certain required User information and created an account (“**Account**”) through the Company ID and password or other log-in ID and password, which can include a facebook, gmail, yahoo ID or any other valid email ID (collectively, the “**Account Information**”). The Services may also be subject to procedures for use of the Website, uploaded guidelines, rules, additional terms of service, or other disclaimer & notices, if any (“**Additional Terms**”). If there is any conflict between the Terms of Use and the Additional Terms, the Additional Terms shall take precedence in relation to that service.
- 2.2. The Website requires You to register as a User by creating an Account in order to avail of the Services provided by the Company. You shall be responsible for maintaining the confidentiality and security of the password and for all activities that occur in and through Your Account. You shall ensure that the Account Information is true, complete, accurate and up-to-date at all times. The Website also allows restricted access to the Services for unregistered Users. Any information originating from You shall be deemed to be authorised by You.
- 2.3. You will use the Website and create and use the Account only if You are a natural person. If You are less than 18 years of age, You will use the Website and create and use the

Account only if You have parental guidance or You receive consent from Your legal guardian.

3. **Licence**

Subject to Your compliance with the Terms of Use, We grant You a personal, non-commercial, non-exclusive, non-transferable, revocable, limited licence to access and use the Website and the Services provided by the Company.

4. **User Material**

4.1. Except as expressly indicated to the contrary in any applicable Additional Terms, the Company hereby grants You a non-exclusive, freely revocable (upon notice from the Company), non-transferable access to view, download and print product catalogues or any other materials available on the Website, subject to the following conditions:

4.1.1. You may access and use the materials solely for personal, informational, and internal purposes, in accordance with the Terms of Use;

4.1.2. You may not modify any of the materials available on the Website;

4.1.3. You may not distribute or sell, rent, lease, license or otherwise make any materials, on the Website, available to others; and

4.1.4. You may not remove any text, copyright or other proprietary notices contained in any materials available on the Website.

4.2. The rights granted to You in any materials as specified above are not applicable to the design, layout or look and feel of the Website. Such elements of the Website are protected by intellectual property rights and may not be copied or imitated in whole or in part. The materials available on the Website may not be copied or retransmitted unless expressly permitted by the Company.

4.3. Any software that is available on the Website is the property of the Company or its vendors. You may not use, download or install any software available at the Website,

unless otherwise expressly permitted by these Terms of Use or by the express written permission of the Company.

## **5. Prohibited Use**

5.1. The Website may be used only for lawful purposes. The Company specifically prohibits any use of the Website for, and You agree not to use the Website for, any of the following purposes:

5.1.1. Copying, modifying, publishing, transmitting, distributing, displaying, performing, participating in the transfer or sale of, create derivative works on, or in any way exploiting, any of the copyrighted material contained on the Website, in whole or in part, without the Company's prior written consent; or

5.1.2. Subleasing, leasing, selling, assigning, transferring, distributing, renting, permitting concurrent use of, or granting other rights in any material provided on the Website to any third party; or

5.1.3. Download any materials or User Content unless You see a 'download' or similar link displayed on the Website by reference; or

5.1.4. Using any robot, spider or any other data mining technology or automatic or manual process to monitor, cache, extract data from, copy or distribute the content on the Website (except as may be a result of standard internet browser or search engine).

## **6. User Agreement**

6.1. User agrees to the following:

6.1.1. User shall solely be responsible for maintaining the necessary computer equipments and internet connections that may be required to access, use and transact on the Website.

- 6.1.2. User will use the Services provided by the Company, its affiliates, consultants and contracted companies, for lawful purposes only and comply with all applicable laws and regulations while using and transacting on the Website.
- 6.1.3. User will provide authentic and true information in all instances where such information is requested from the User. The Company reserves the right to confirm and validate the information and other details provided by the User at any point of time. If, upon confirmation, User details are found not to be true (wholly or partly), the Company has the right in its sole discretion to reject the registration and debar the User from using the Services and / or other affiliated websites without prior intimation whatsoever.
- 6.1.4. User acknowledges and agrees that by accessing or using the Website or Services, the User may be exposed to content from other users that User may consider offensive, indecent or otherwise objectionable. The Company disclaims all liabilities arising in relation to such offensive content on the Website. Further, the User may report such offensive content in the manner prescribed.
- 6.1.5. User is solely responsible to the Company and to any third party for any breach of User obligations under the Terms of Use and for the consequences (including any loss or damage which the Company or its affiliates or its vendors may suffer) for any such breach.

## **7. User Content**

- 7.1. Uploading User Content on the Website amounts to publishing the User Content. By uploading the User Content on the Website, You understand that all users visiting the Website will be able to view the User Content.
- 7.2. Except as otherwise described on the Website, the Company does not assume any obligation of any kind to You or any third party with respect to Your User Content. You specifically acknowledge that the Company shall not be liable for User Content or the defamatory, offensive, or illegal conduct of any user or third party and that the risk of harm or damage from the foregoing rests entirely with You.
- 7.3. You grant to the Company unrestricted, unconditional, non-exclusive, unlimited, worldwide, irrevocable, perpetual and royalty-free right and license to host, use, copy,

distribute, reproduce, disclose, sell, re-sell, sub-license, display, publicly perform, transmit, publish, broadcast, modify, reformat, translate, archive, store, cache, make derivative works of, or otherwise use and exploit in any manner whatsoever, all or any portion of Your User Content for any purpose whatsoever in all formats, on or through any media now known or not currently known. The Company will use Your User Content in accordance with the Terms of Use and Privacy Policy applicable to use of the Website.

7.4. You agree not to use or encourage, or permit others to use, the Website to:

- 7.4.1. Make available any User Content that is misleading, unlawful, harmful, threatening, abusive, tortious, defamatory, harassing, libellous, vulgar, obscene, pornographic, sexually explicit, lewd, lascivious, profane, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable or promotes discrimination on the basis of race, ethnicity, gender, religion, sexual orientation, age or disability;
- 7.4.2. Intimidate and/or harass another;
- 7.4.3. Incite others to commit violence;
- 7.4.4. Harm minors in any way;
- 7.4.5. Make available any User Content in contravention of these Terms of Use or applicable policies, or any User Content that You do not have a right to make available under any law or contractual or fiduciary relationship;
- 7.4.6. Download, save or otherwise transmit, any of the User Content available on the Website, in any manner, whether by means of current or future technologies;
- 7.4.7. Make available any User Content that infringes any intellectual property rights or other proprietary rights of any party;
- 7.4.8. Impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity;
- 7.4.9. Do anything unlawful, misleading, malicious, or discriminatory;

- 7.4.10. Manipulate identifiers to disguise the origin of any of User Content posted on, or transmitted through, the Website including, falsifying or deleting any author attributions, legal or other notices or labels of the origin of the User Content or other material available on the Website;
  - 7.4.11. Post anyone's identification documents or sensitive financial information on the Website;
  - 7.4.12. Use any of the Company's domain names as a pseudonymous return email address;
  - 7.4.13. Do anything that threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or relates to terrorism, sedition or other tortious activities, public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation;
  - 7.4.14. Intentionally or unintentionally interfere with or violate any applicable laws related to the access to, or use of, the Website, violate any requirements, procedures, policies or regulations of networks connected to the Website;
  - 7.4.15. Disrupt or interfere with the security of, or otherwise cause harm to, the Website materials, systems resources, or gain unauthorized access to user accounts, passwords, servers or networks connected to or accessible through the Website or any affiliated or linked sites;
  - 7.4.16. Access the Website through means other than through the interface that is provided by the Company;
  - 7.4.17. Violate any applicable laws or regulations for the time being in force in or outside India including but not limited to the sale, import, export, use *etc.* of illegal substances or gambling or other unlawful activities; or
  - 7.4.18. Violate any of the terms specified under the Terms of Use or any other Website policies.
- 7.5. Any violation by You of this section may result in immediate suspension or termination of Your account.
- 7.6. You acknowledge that the Company is only an intermediary with respect to all User Content. However, on receiving written notification of alleged infringement of third party

intellectual property rights by any User Content, the Company may, at its own discretion, remove the allegedly infringing User Content from the Website with or without prior notice to You. If the Company does not take down the same, You agree that Your only recourse will be to terminate Your account with the Company. You hereby waive any legal or equitable rights or remedies You have or may have against the Company with respect thereto.

## **8. Third Party Content**

The Website makes available general third party information such as, lists of customers, advertisements including videos, images and photographs of the products and other data from external sources ("**Third Party Content**"). Similar Third Party Content would also be available to You on the email received by You from the Company. The provision of Third Party Content is for general informational purposes only. You acknowledge that the Third Party Content provided to You is obtained from sources believed to be reliable. The Company does not provide any guarantee with respect to any of the Third Party Content and the Company shall not be held liable for any loss suffered by You based on Your reliance on or use of such data.

## **9. Intellectual Property**

9.1. The Website and all materials, excluding the User Content, that are uploaded on the Website by the Company, unless otherwise stated, including, without limitation: graphics; layout; text; content; instructions; images; audio; videos; designs (collectively, the "**Materials**") are owned, controlled or licensed by the Company, its subsidiaries or affiliates. Any and all rights to use any Materials not expressly granted to You under this Terms of Use are hereby reserved by the Company and/ or its members, subsidiaries, affiliates or licensors.

9.2. The Company is the sole owner of the Company marks, service marks, trade name and any other marks used by the Company in future (collectively "**Trademarks**"). You agree not to interfere with the Company's rights in the Trademarks, including challenging the Company's use, registration or application to register the Trademarks, anywhere in the



world, and that You will not harm, misuse, or bring into disrepute any of the Trademarks. The goodwill derived from using the Trademarks or any part thereof, shall inure exclusively to the benefit of the Company.

- 9.3. All Trademarks, domain name, trade dress including the look, feel and design of the Website, its Materials, interfaces, *etc.*, and the selection and arrangements thereof, is the property of the Company, unless otherwise indicated. All this is protected under copyright, trademark and other applicable intellectual property laws and may not be used by You, except as permitted by the Company.
- 9.4. All third party Trademarks advertised or displayed on the Website belong solely to the respective third party and the Company does not have any rights over such third party trademarks.
- 9.5. This Website is operated by and is the sole property of the Company. Any and all Material on this Website are protected by copyrights, trademarks, and other intellectual property rights that are owned by the Company or by other parties that have licensed such material to Us, or such parties having ownership of content uploaded on the Website. Modification of the Materials on the Website or use of the Materials for any purpose other than personal use is a violation of the said copyrights, trademarks and other intellectual proprietary rights, and is expressly prohibited.
- 9.6. The Company respects the intellectual property rights of others, and the Company expects its users to do the same. Therefore, as a matter of policy, any User Content uploaded on the Website, should be original material created by You or validly licenced to You. You affirm, represent, and warrant that You own or have the necessary licenses, rights, consents, and permissions to publish the User Content You submit; and You license to Us all patent, trademark, trade secret, copyright or other proprietary rights in and to such User Content for publication on the Website or otherwise pursuant to these Terms of Use. The Company may, at its sole discretion, take such steps including, that of terminating Your Account, if You violate others' intellectual property rights in any manner.

9.7. You are requested to report any violation of rights in, or misuse of, the Trademarks or any other intellectual property rights on the Website, by writing to the Company at [contact@locus.sh](mailto:contact@locus.sh).

10. **Links to Third Party Websites**

10.1. The Website may contain link(s) to various other websites. These links are provided solely for Your convenience and benefit. Wherever such link(s) leads to websites which are not owned by or belong to the Company, We shall not be responsible for the content, products and services provided on such linked sites. We do not warrant or make any representations regarding the correctness or accuracy of the content on such websites. If You decide to access such linked websites, You do so at Your own risk. The Company does not in any way endorse the linked websites.

10.2. Similarly, this Website can be made accessible through a link created by other websites. Access to this Website through such link(s) shall not mean or be deemed to mean that the objectives, aims, purposes, ideas, concepts of such other websites or their aim or purpose in establishing such link(s) to this Website are necessarily the same or similar to the idea, concept, aim or purpose of the Company Website or that such links have been authorized by the Company. The Company is not responsible for any representation(s) of such other websites while affording such link and no liability can arise upon the Company consequent to such representation, its correctness or accuracy. In the event that any link(s) afforded by any other website(s) derogatory in nature to the objectives, aims, purposes, ideas and concepts of this Website, is utilized to visit this Website and such event is brought to the notice or is within the knowledge of the Company, civil or criminal remedies as may be appropriate shall be invoked.

11. **Security**

11.1. You are prohibited from violating or attempting to violate the security of the Website, including, without limitation: (a) accessing data not intended for You or logging into an

account which You are not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (c) attempting to interfere with service to any user, host, or network.

- 11.2. You shall not misuse this Website by knowingly introducing viruses, trojans, worms, logic bombs or other materials that are malicious or technologically harmful (together “**Viruses**”). You must not attempt to gain unauthorized access to the Company Website, the server on which the Website is stored or any server, computer or database connected to this Website. You must not attack this Website via a denial-of-service attack.
- 11.3. By breaching the provisions of this clause, You may be liable to be prosecuted under the Information Technology Act, 2000 and any other applicable law. The Company will report any such breach to the relevant law enforcement authorities and the Company will co-operate with such authorities by disclosing Your identity to them. In the event of such a breach, Your rights to use this Website will cease immediately.
- 11.4. The Company will not be liable for any loss or damage caused by a denial-of-service attack or Viruses that may infect Your computer equipment, computer programs, data or other proprietary material due to Your use of this Website or to Your downloading of any Material posted on it, or on any website linked to it.
- 11.5. You agree to immediately report to the Company all incidents involving suspected or actual unauthorized access, disclosure, alteration, loss, damage, or destruction of data.

## **12. Monitoring**

All electronic communications and content presented and / or passed to the Company, including that presented and / or passed from remote access connections, may be monitored, examined, saved, read, transcribed, stored, or retransmitted in the course of daily operations by any duly authorized employee or agent of the Company in the

exercise of their duties, or by law enforcement authorities who may be assisting the Company in investigating possible contravention / non-compliance with applicable law. Electronic communications and content may be examined by automated means. Further, the Company has the right to reject, at its sole discretion, from the Website any electronic communications or content deemed not to be in compliance with the corporate policies and procedures of the Company.

### **13. Termination**

- 13.1. We reserve the right to terminate Your account or suspend Your use of and prohibit access to any or all features / parts of the Website, in the event it is determined by Us that You have violated any of these Terms of Use. Any such suspension or termination of access to Website may be effected by the Company without providing You with a prior written notice in this regard.
- 13.2. Upon termination of Your Account or prohibition of Your use of the Website, all rights granted by the Company to You to use the Website will automatically terminate and the Company shall have no further obligation or liability towards You.
- 13.3. You acknowledge and agree that, upon termination, You shall immediately destroy any copies made of any portion of the content contained on the Website. You acknowledge and agree that the Company shall not be liable to You or any third party claiming through You, for any suspension or termination of access to Website.

### **14. Disclaimer and Liability**

- 14.1. All Materials and User Content on the Website is provided to You on an 'as is' basis. and "as available" basis without any representation or warranties, express or implied except otherwise specified in writing. the Company does not warrant that:

- 14.1.1. This Website will be constantly available, or available at all; or

- 14.1.2. The information on this Website is complete, true, accurate or non-misleading.
- 14.2. the Company will not be liable to You in any way or in relation to the contents of, or use of, or otherwise in connection with, the Website. the Company does not warrant that this site; information, content, Materials, product (including software) or services included on or otherwise made available to You through the Website; their servers; or electronic communication sent from the Company are free of viruses or other harmful components.
- 14.3. Nothing on Website constitutes, or is meant to constitute, advice of any kind. All the Products sold on Website are governed by different state laws and if Seller is unable to deliver such Products due to implications of different state laws, Seller will return or will give credit for the amount (if any) received in advance by Seller for the sale of such Product that could not be delivered to You.
- 14.4. You will be required to enter a valid phone number while placing an order on the Website. By registering Your phone number with us, You consent to be contacted by the Company or its affiliates and subsidiaries via phone calls and/or SMS notifications, in case of any order or shipment or delivery related updates.
- 14.5. To the fullest extent permitted by applicable law, the Company, its officers, directors, employees, and agents exclude all warranties, express or implied, in connection with the Website and Your use thereof. the Company excludes all conditions, terms or representations about the accuracy or completeness of this Website's Materials and User Content or the content of any sites linked to this Website and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content, (ii) any unauthorized access to or use of Our secure servers and/or any and all personal information and/or financial information stored therein, (iii) any interruption or cessation of transmission to or from Our Website, (iv) any bugs, viruses, trojan horses, or the like which may be transmitted to or through Our Website by any third party, and/or (v) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any Materials and User Content posted, emailed, transmitted, or otherwise made available *via* the Website.

- 14.6. To the fullest extent permitted by applicable law, in no event shall the Company, its officers, directors, employees, or agents, be liable to You for any direct, indirect, incidental, special, punitive or consequential damages, incurred in connection with the Company Materials or User Content on the Website, including but not limited to loss of revenue or profit or any other commercial or economic loss or for any decision made or action taken by any third party in reliance thereupon.
- 14.7. You agree to defend, indemnify and hold harmless the the Company, its officers, directors, employees, vendors and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) Your use of and access to the Website; (ii) Your violation of any term of these Terms of Use or any other Website policy; (iii) Your violation of any third party right, including without limitation any intellectual property right or privacy right; (iv) or as a result of any threatening, libellous, obscene, harassing or offensive material posted / transmitted by You on the Website.
- 14.8. In no event shall the Company, its officers, directors, employees, partners or suppliers be liable to You, the vendor or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of use, data or profits, whether or not foreseeable or whether or not the Company has been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out of or in connection with Your use of or access to the Website, Services or materials.
- 14.9. Your obligations under this clause shall survive the termination of these Terms of Use.

## **15. Termination**

- 15.1. The Terms of Use will continue to apply until terminated by either You or the Company as set forth below. If You want to terminate Your agreement with the Company, You may

do so by (i) not accessing the Website; or (ii) closing Your accounts for all of the Services that You use, where the Company has made this option available to You.

- 15.2. the Company may, at any time, with or without notice, terminate the Terms of Use (or portion thereof, such as any individual Additional Terms) with You if:
  - 15.2.1. You breach any of the provisions of the *Terms of Use*, the *Privacy Policy* or any other terms, conditions, or policies that may be applicable to You from time to time (or have acted in a manner that clearly shows that You do not intend to, or are unable to, comply with the same);
  - 15.2.2. the Company is required to do so by law (for example, where the provision of the Services to You is, or becomes, unlawful);
  - 15.2.3. The provision of the Services to You by the Company is, in the Company's opinion, no longer commercially viable;
  - 15.2.4. the Company has elected to discontinue, with or without reason, access to the Website, the Services (or any part thereof); or
- 15.3. the Company may also terminate or suspend all or a portion of Your account or access to the Services with or without reason. Except as may be set forth in any Additional Terms applicable to a particular Service, termination of Your Account may include: (i) removal of access to all offerings within the Website or with respect to the Services; (ii) deletion of Your materials and Account Information, including Your personal information, log-in ID and password, and all related information, files and materials associated with or inside Your Account (or any part thereof); and (iii) barring of further use of the Services.
- 15.4. You agree that all terminations shall be made in the Company's sole discretion and that the Company shall not be liable to You or any third party for any termination of Your Account (and accompanying deletion of Your Account Information), or Your access to the Website and Services.
- 15.5. Notwithstanding the foregoing, these Terms of Use will survive indefinitely unless and until the Company chooses to terminate them.
- 15.6. If You or the Company terminates Your use of the Website, the Company may delete any content or other materials relating to Your use of the Website and the Company will have no liability to You or any third party for doing so.

## **16. Report Abuse**

In the event You come across any abuse or violation of these Terms of Use or if You become aware of any objectionable content on the Website, please report to the Company customer support

**17. Privacy Policy**

The User hereby consents, expresses and agrees that he has read and fully understands the Privacy Policy of the Company in respect of the Website. You further consent that the terms and contents of such Privacy Policy are acceptable to You.

**18. Notifications**

If You wish to subscribe to the Company newsletter(s) or receive notifications or e-mails or SMS from the Company, the Company will use Your name and latest e-mail address provided by You in this regard. However, You may choose to stop receiving Our newsletters, emails and SMS by following the instructions to unsubscribe as included in these e-mails or You can contact the Company at [contact@locus.sh](mailto:contact@locus.sh)

**19. Governing Law and Jurisdiction**

This Terms of Use shall be construed in accordance with the applicable laws of India. The Courts at Bangalore, India, shall have exclusive jurisdiction in any proceedings arising out of this Terms of Use. Any dispute or difference either in interpretation or otherwise, of any terms of this Terms of Use between the parties hereto, the same shall be referred to an independent arbitrator who will be appointed by the Company and his decision shall be final and binding on the parties hereto. The above arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held in Bangalore, India.

**20. Reviews, Feedback, Submissions**

All reviews, comments, feedback, postcards, suggestions, ideas, and other submissions disclosed, submitted or offered to the Website on or by this Website or otherwise disclosed, submitted or offered in connection with User's use of this Website (collectively, the "Comments") shall be and remain the property of the Company. Such disclosure, submission or offer of any Comments shall constitute an assignment to the Company of all worldwide rights, titles and interests in all copyrights and other intellectual properties in the Comments. Thus, the Company owns exclusively all such rights, titles and interests and shall not be limited in any way in its use, commercial or otherwise, of any Comments. the Company will be entitled to use, reproduce, disclose,



modify, adapt, create derivative works from, publish, display and distribute any Comments User submits for any purpose whatsoever, without restriction and without compensating the User in any way. the Company is and shall be under no obligation (1) to maintain any Comments in confidence; (2) to pay User any compensation for any Comments; or (3) to respond to any Comments. User agrees that any Comments submitted by the User to the Website will not violate this Terms of Use or any right of any third party, including copyright, trademark, privacy or other personal or proprietary right(s), and will not cause injury to any person or entity. User further agrees that no Comments submitted by User to the Website will be or contain libellous or otherwise unlawful, threatening, abusive or obscene material, or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam".

the Company does not regularly review posted Comments, but does reserve the right (but not the obligation) to monitor and edit or remove any Comments submitted to the Website. User grants the Company the right to use the name that the User submits in connection with any Comments. User agrees not to use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any Comments User submits. User shall remain solely responsible for the content of any Comments User makes and User agrees to indemnify the Company and its affiliates for all claims resulting from any Comment the User submits. the Company and its affiliates take no responsibility and assume no liability for any Comments submitted by the User or any third party.

**21. Severability**

If any term, provision, covenant or restriction of these Terms of Use is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of these Terms of Use shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**22. No Waiver**

The rights and remedies available under this Terms of Use may be exercised as often as necessary and are cumulative and not exclusive of rights or remedies provided by law. It may be waived only in writing. Delay in exercising or non-exercise of any such right or remedy does not constitute a waiver of that right or remedy, or any other right or remedy.

**23. General**

You cannot assign or otherwise transfer the Terms of Use, or any right granted hereunder to any third party. These Terms of Use comprise the full and complete agreement between You and the Company with respect to the use of the Website and supersedes and cancels all prior communications, understandings and agreements between You and the Company, whether written or oral, expressed or implied with respect thereto.