

## **TERMS OF USE**

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STRATEGIC DIRECTORY PLANNING, INC. DBA SDP LOCAL SEARCH TERMS OF USE FOR WEBSITE AND TERMS AND CONDITIONS FOR PURCHASE OF PRODUCTS AND SERVICES VIA PHONE, EMAIL, OR WEBSITE

**ATTENTION: Please read these Terms carefully as they apply to orders submitted by you at STRATEGIC DIRECTORY PLANNING, INC. DBA SDP LOCAL SEARCH either online, via email, or over the phone for products and services.**

### **STRATEGIC DIRECTORY PLANNING, INC. DBA SDP LOCAL SEARCH Terms of Use**

These terms and conditions (the "Terms" or "terms of use") govern your access to and use of STRATEGIC DIRECTORY PLANNING, INC. DBA SDP LOCAL SEARCH'S websites and YOUR PURCHASES OF PRODUCTS AND SERVICES FROM STRATEGIC DIRECTORY PLANNING, INC. DBA SDP LOCAL SEARCH. ("SDP LOCAL SEARCH" THE "COMPANY", "WE", OR "OUR"). By accessing, or using the WEBSITE LOCATED AT <http://www.SDPLOCALSEARCH.COM> (THE "SITE"), OR BY PURCHASING PRODUCTS AND SERVICES THROUGH THIS SITE, or by purchasing products over the phone, or by continuing to accept the services you have purchased, you are agreeing to these Terms and CONDITIONS AND ARE concluding a legally binding contract WITH SDP LOCAL SEARCH (THE "AGREEMENT"). THIS AGREEMENT DEFINES THE RELATIONSHIP BETWEEN STRATEGIC DIRECTORY PLANNING, INC. DBA SDP LOCAL SEARCH AND YOU ("YOU", "YOUR", THE "CLIENT"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU also REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS, IN WHICH CASE THE TERMS "YOU", "YOUR" OR "CLIENT" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SDPLOCALSEARCH.COM SITE OR SERVICES.

WE MAY AMEND OR TERMINATE ANY TERMS OF THIS AGREEMENT AT ANY TIME AND SUCH AMENDMENT OR TERMINATION WILL BE EFFECTIVE AT THE TIME WE POST THE REVISED TERMS ON THE SITE. YOU CAN DETERMINE WHEN THIS AGREEMENT WAS LAST REVISED BY REFERRING TO THE "LAST UPDATED" LEGEND AT THE TOP OF THIS AGREEMENT. YOUR CONTINUED USE OF THE SITE OR SERVICES AFTER WE HAVE POSTED REVISED TERMS SIGNIFIES YOUR ACCEPTANCE OF SUCH REVISED TERMS. NO AMENDMENT TO OR MODIFICATION OF THIS AGREEMENT WILL BE BINDING UNLESS IN WRITING AND SIGNED BY OUR DULY AUTHORIZED REPRESENTATIVE OR POSTED TO THE SITE BY OUR DULY AUTHORIZED REPRESENTATIVE.

## **SERVICES.**

1:1 Description. We provide online reputation management products and services (“Services”) for you or someone that you have designated to be the subject of the Services and for whom you will be held strictly responsible (the “Named Party”). The Services are described on the individual pages for each service, which can be accessed at <http://www.SDPLOCALSEARCH.COM>. We may, at our discretion, periodically change the description or content of our Services in order to reflect changes to the Service offerings and features, including, without limitation, to reflect enhanced capabilities, changes in the service terms, changes in regulatory requirements, and/or any other modification intended to improve the efficacy of the Services or better address a perceived need among our customers.

1:2 Orders. The online order form, online submission page, invoice, and/or engagement letter (the “Order”) will specify the Services that you are licensing or purchasing. By submitting an Order, you are submitting an offer to obtain the right to use the Services pursuant to the Terms set forth herein. . You must be the person, or an authorized representative of the person or entity, for whom you have requested that we perform Services (the “Named Party”), or you must otherwise indicate and verify with us that the person or entity for whom we will perform our Services has consented to your purchase of and our provision of the Services on his/her/its behalf. If the Named Party is a minor, in order to purchase Services, you represent and warrant that you are the parent or legal guardian of the minor for whom Services are purchased.

1:3 Reputation Advocate. By placing an Order for Services, you authorize us to be your reputation advocate. As your reputation advocate, you authorize us to use optimization techniques to suppress unwelcome content and promote welcome content above unwelcome content on Internet search engines. You authorize us to take such action on your behalf and to identify ourselves as acting on your behalf. You recognize that such contact and techniques may have unpredictable side effects, including but not limited to negative responses from others. You agree to provide the information required for the Services and understand that, in most cases, the higher the quality of information provided by you, the better the results you will experience.

1:4 Content Publishing. If content publishing is included in the Services we provide to you, you authorize us to use the content, trademarks, logos, photos, videos, advertisements, information, and other materials provided or identified by you (the “Client Materials”) to create and publish Web content, including content that represents you or the Named Party on any websites we deem fit for the purposes of providing the Services. In addition, you hereby grant to us and our authorized personnel a worldwide, royalty-free, fully-paid, non-exclusive, transferable (in connection with an assignment of the

Agreement), sub-licensable (as necessary to perform the Services) license to use, reproduce, publicly perform, publicly display, publish, distribute, create derivative works of, and otherwise exploit any Client Materials as we deem appropriate to perform the Services. You agree to respond in a timely manner to our requests to review and approve information generated for you. You acknowledge and agree that we will own, subject to any Client Materials therein, all right, title, and interest in and to any materials, content, or other works of authorship created by us or on our behalf and used in connection with the Services. We acknowledge and agree that you will own all right, title, and interest in and to any Client Materials.

1:5 Accounts and Domains. To the extent included in the Services you order, you also authorize us to act on your behalf in creating accounts on other websites in your name, or in the name of the Named Party, as we deem beneficial to provide the Services. Use of accounts generated on third-party websites will be governed by the terms of use and privacy policies of such websites.

1:6 Online Reviews and Ratings. If monitoring and managing your online reviews or ratings is included in the Services you order, you represent and warrant that: (a) you are authorized to provide us with any customer, patient, and user information that you provide to us in connection with such Services (the "Reviewer Information"), including any personally identifying information of those parties; (b) our possession and/or use of the Reviewer Information on your behalf in connection with the Services will not violate any contract, statute, or regulation; and (c) any content that you and/or your authorized representative(s) submit for publication on an online review or ratings website as a provider of goods or services will be true and accurate, are the original work of your authorship, and will only concern you and the goods and/or services that you provide.

1:7 Additional Terms. Additional terms and conditions may apply to and govern your purchase of specific products or access to portions or features of the Site, including software downloads. Such terms are made a part of these Terms of Use by reference. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific product or portion or feature of the Site, the latter terms shall control.

## **USE OF SITE AND SERVICES.**

2:1 Acceptable Use Policy. We do not allow the Site or Services to be used for illegal activities or for activities that we deem improper for any reason whatsoever in our sole judgment. We reserve the right to take preventative or corrective actions to protect ourselves and our users from illegal or unacceptable use by any client. Your use of the Site and Services is conditioned upon your compliance with the rules of conduct set forth in this Section, and any failure to comply may result in termination of

your access to and use of the Site and Services. While using the Site and Services, you are not to: (a) impersonate any person or entity, or misrepresent your affiliation with any person or entity, (b) use or provide any fraudulent, misleading or inaccurate information; (c) defame, abuse, harass, stalk, threaten or otherwise violate the rights of others, including without limitation, their privacy rights or rights of publicity; (d) access or use (or attempt to access or use) another user's account without permission; (e) transmit any software or materials that contain any viruses, worms, trojan horses, defects, or other items or computer code of a destructive nature; (f) misappropriate, modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site or Services; (g) "frame" or "mirror" any portion of the Site or Services; (h) use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Site or Services; (i) harvest or collect information about or from other users of the Site or Services; (j) probe, scan or test the vulnerability of the Site or breach the security or authentication measures on the Site; or (k) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site. Subject to the limited rights to use the Site and Services pursuant to this Agreement, we retain all right, title and interest in and to the Site and Services, including all related intellectual property contained therein.

2:2 Website Content. All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, artwork and computer code, including but not limited to the design, structure, "look and feel" and arrangement of the content on the Site (collectively, "Website Content") is owned, controlled and/or licensed by or to us and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws. Except as expressly provided in these Terms of Use, no part of the Site and no Website Content may be copied, reproduced, republished, posted, publicly displayed, translated, or distributed in any way, without our express prior written consent. You may use information about our Services purposely made available by us for downloading from the Site only for your non-commercial, informational purposes.

2:3 User Accounts and Passwords. Certain features or services offered on or through the Site may require you to open an account (including setting up a SDPLOCALSEARCH.COM ID and/or password(s)). You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your login ID and password, and for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential. You agree to notify us immediately of any unauthorized use of your account or password, or any other breach of security.

## **FEES AND PAYMENT FOR SERVICES.**

3:1 Fees and Auto-Renewal. You agree to pay all fees specified on your accepted Order(s). You are responsible for providing complete and accurate billing and contact information to us and for notifying

us of any changes to such information. Except as otherwise specified herein or on an Order, all payment obligations are non-cancelable and all fees paid are non-refundable. You understand and accept that, unless otherwise expressly stated on the applicable Order, our Services are subscription services that operate on an auto-renewal basis such that your credit card, debit card, electronic payment, or other method of payment (“Accounts”) will be assessed the specified fees at regular intervals based on your subscription program (e.g. annually, bi-annually, quarterly, monthly). The fees for each renewal term will be equal to the fees for the immediately prior term, unless we notify you at least thirty (30) days prior to such renewal of a change to the fees. You represent and warrant that you have the legal rights to use the Accounts and hereby authorize us to charge your Accounts for all Services listed on the Order(s) for the initial subscription term and each renewal term. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order.

3:2 Refund Policy for SDP LOCAL SEARCH for Business. The monthly fees paid for SDP LOCAL SEARCH for Business Services are non-refundable, absent an express termination of your agreement in accordance with the termination provision of these Terms of Use/Services. The Company does not represent, warrant or guarantee that its Services will achieve the result that you desire or that were proposed or agreed upon as the desired result at the time the Services were purchased or otherwise. We do not guarantee or warrant that we will find or communicate to you every example or all examples of Internet content about you or the Named Party. We also do not guarantee or warrant that we will be successful in effecting removal, suppression or alteration, if such service is to be performed, of any particular Internet content about you or the Named Party designated as private and/or unwelcome content.

3:3 Taxes, Late Fees and Penalties. You will be responsible for paying any applicable taxes related to each Order. If any fees due to us are not received by the due date, then we may charge you interest on the overdue amount at the rate of 1.5% 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. If the amount owing under any Order is thirty (30) or more days overdue, we may, without limiting our other rights and remedies, accelerate your unpaid fee obligations for the then-current term so that all such obligations become immediately due and payable, and suspend the Services until such amounts are paid in full.

#### **WARRANTIES AND DISCLAIMER.**

4:1 Warranties. Each of the parties represents and warrants that it has all necessary power to enter into and perform its obligations under this Agreement. You further represent and warrant that: (a) all information provided to us is accurate and truthful;(b) you have the right to grant us the licenses specified in the Section titled “Content Publishing”, if applicable; (c) the execution and performance of this Agreement does not violate any applicable law or other contract or obligation to which you are a

party or are otherwise bound; and (d) the Client Materials do not infringe the intellectual property rights, including any copyrights, trademarks, trade secrets, right of privacy, or right of publicity, of any person.

4:2 Disclaimers. The Company does not represent, warrant or guarantee that its Services will achieve the result that you desire or that were proposed or agreed upon as the desired result at the time the Services were purchased or otherwise. We do not guarantee or warrant that we will find or communicate to you every example or all examples of Internet content about you or the Named Party. We do not guarantee or warrant that we will be successful in effecting removal, suppression or alteration, if such service is to be performed, of any Internet content about you or the Named Party designated as private and/or unwelcome content. Moreover, we do not guarantee that the Services will result in a positive change in your online reviews and/or scoring. THE SERVICES ARE PROVIDED "AS IS" AND WE SPECIFICALLY DISCLAIM, ON OUR OWN BEHALF AND ON BEHALF OF OUR THIRD-PARTY SUPPLIERS, ANY AND ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SERVICES WILL MEET YOUR NEEDS OR BE FREE FROM ERRORS, OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORMED THE BASIS FOR DETERMINING THE PRICE CHARGED FOR THE SERVICES. SOME STATES DO NOT ALLOW EXCLUSION OF AN IMPLIED WARRANTY, SO THIS DISCLAIMER MAY NOT APPLY TO YOU

4:3 Internet Delays and Site Maintenance. The Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications and which are outside of our control. We are not responsible for any delays, delivery failures or other damages resulting from such problems. We do not guarantee the Services will be operable at all times. We reserve the right to do any of the following, at any time, without notice: (a) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site; (b) to modify or change the Site, or any portion of the Site, and any applicable policies or terms; and (c) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

#### **INDEMNITY.**

You agree to indemnify, hold harmless and defend us, our officers, directors, employees, agents, and third-party suppliers or affiliates, at your expense, against any and all third-party claims, actions, proceedings, and suits brought against us or any of our officers, directors, employees, agents, third-party suppliers or affiliates, and pay all related liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses)

incurred by us or any of our officers, directors, employees, agents, third-party suppliers or affiliates, arising out of or relating to: (a) your breach of any term or condition of this Agreement; (b) your fraudulent or malicious use of the Services; (c) your violation of applicable laws, rules or regulations in connection with the Services; (d) our use of any content or information, including Client Materials or Reviewer Information, you provide to us; or (e) the disclosure of your relationship with us. In such a case, we will provide you with written or electronic notice of such claim, suit or action. You shall cooperate as fully as reasonably required in the defense of any claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

## **LIMITATION OF LIABILITY.**

6:1 Types of Damages. NEITHER WE, NOR OUR THIRD PARTY SUPPLIERS, WILL BE LIABLE TO YOU OR ANY THIRD-PARTY CLAIMANT FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST DATA OR LOSS OF GOODWILL), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF WE OR OUR THIRD PARTY SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY

6:2 Amount of Damages. OUR MAXIMUM LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF (A) THE FEES YOU HAVE PAID TO US PURSUANT TO THE ORDER THAT IS THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM, OR (B) US \$50.00. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT INCREASE OUR LIABILITY. IN NO EVENT SHALL OUR SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THE SERVICES

6:3 Basis of the Bargain. The parties agree that the limitations of liability set forth in this Section shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

## **TERM AND TERMINATION.**

7:1 Term of Order and Renewals. The initial term of each Order shall begin on the date specified on the applicable Order and continue for the period specified therein ("Initial Term"). Unless otherwise specified on the applicable Order, each Order shall automatically renew on a month to month basis after

the Initial Term (each a “Renewal Term”) unless either party provides written notice to the other party of its election to terminate the Order.

7:2 Termination. Terms convert to month to month once contract term specified on Invoice order has expired at which point client must give 15 days written notification for a request for termination.

## **PRIVACY AND COPYRIGHT.**

8:1 Privacy. Our privacy policy located at <http://www.SDPLOCALSEARCH.COM/privacy> (“Privacy Policy”) applies to use of this Site and the Services, and its terms are made a part of these Terms of Use by this reference. Additionally, by using the Services or the Site, you acknowledge and agree that Internet transmissions are never completely private or secure.

8:2 Links to Other Sites. This Site may contain links to other independent third-party Web sites (“Linked Sites”). These Linked Sites are provided solely as a convenience to our visitors. Such Linked Sites are not under our control, and we are not responsible for and do not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites.

8:3 Copyright Policy. We respect the intellectual property of others and ask that users of our Site and Services do the same. In connection with our Site and Services, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination, in appropriate circumstances, of users of our Site and Services who are repeat infringers of intellectual property rights, including copyrights. If you believe that one of our users is, through the use of our Site and Services, unlawfully infringing copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. SS 512(c)) must be provided to our designated Copyright:

- your physical or electronic signature;
- identification of the copyrighted work(s) that you claim to have been infringed;
- identification of the material on our services that you claim is infringing and that you request us to remove;
- sufficient information to permit us to locate such material;
- your address, telephone number, and e-mail address;



- a statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
- a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner. Please note that, pursuant to 17 U.S.C. SS 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement

8:4 Copyright SDPLOCALSEARCH.COM.

8:5 Feedback. Any feedback or information you provide at the Site shall be deemed to be non-confidential, and we shall be free to use such information on an unrestricted basis.

#### **ARBITRATION, FORUM AND GOVERNING LAW.**

9:1 Any claim, dispute or controversy of whatever nature ("Claim") arising out of or relating to this Agreement shall be resolved by final and binding arbitration. The arbitration shall be conducted by and submitted to a single arbitrator ("Arbitrator") selected from and administered by the Los Angeles, California, office of JAMS in accordance with its then-existing Comprehensive Arbitration Rules & Procedures for matters where over \$100,000 or injunctive relief is being claimed, and in accordance with its then-existing Streamlined Arbitration Rules & Procedures for matters where less than \$100,000 is being claimed. The arbitration hearing shall be held in Los Angeles, California. This Agreement shall be governed by and construed under the laws of the state of California, consistent with the Federal Arbitration Act, without reference to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Arbitrator shall be authorized to award compensatory damages, but shall NOT be authorized to award non-economic damages, such as for emotional distress, or pain and suffering or punitive damages. Each party shall bear its own attorneys' fees, cost and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the Arbitrator and JAMS; however, the Arbitrator shall be authorized to award to the prevailing party reimbursement for its reasonable attorneys' fees and costs (including, for example, expert witness fees and travel expenses), and/or the fees and costs of the Arbitrator. Within fifteen (15) calendar days after the conclusion of the arbitration, the Arbitrators shall issue a written award, including the calculation of any damages awarded. Each party shall fully perform and satisfy the arbitration award within 15 days of the service of the award. Judgment on the award may be entered by any court of competent jurisdiction. By agreeing to this binding arbitration provision, the parties understand that they are waiving certain rights and protections which may otherwise be available if a Claim were determined by litigation in court, including, without limitation, the right to seek

or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right bring a claim as a class member in any purported class or representative proceeding; and a right to invoke formal rules of procedure and evidence.

## **GENERAL PROVISIONS.**

10:1 Notices. 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: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) the first business day after sending by email (provided email shall not be sufficient for notices of termination or indemnification). All notices shall be sent to the addresses set forth on the applicable Order, which may be updated from time to time upon written notice to the other party.

10:2 Export Compliance. The Services, Website Content, other technology we may make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. You represent that you are not named on any U.S. government denied-party list. In addition, you shall not permit access to the Site, or use the Services, in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

10:3 External Forces. We shall be excused from performance hereunder to the extent that performance is prevented, delayed or obstructed by causes beyond our reasonable control such as strikes, riots, insurrection, fires, floods, explosions, war, governmental action, labor conditions, earthquakes, natural disasters. In addition, you acknowledge that the Services depend heavily on privacy law in the United States, the various States and Territories, and other jurisdictions. The law can and will change in the future and such changes are outside our control. Some legal changes, including but not limited to legislation or judicial interpretation, may render it more difficult or impossible for us to perform the Services. In the event a change in the law renders the performance of the Services impossible or impracticable, we will have no further obligation to perform the Services and you will be entitled to a refund in accordance with the refund policies stated herein.

10:4 Waiver and Severability. No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach. If any provision of this Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions shall not be prejudiced.

10:5 Amendments and Assignment. Any amendment, waiver or variation of this Agreement shall not be binding on the parties unless set out in writing, expressed to amend this Agreement and signed by or on behalf of each of the parties. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, we may assign this Agreement (including any Order(s)), without your consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10:6 Relationship of the Parties. Our relationship with you is that of an independent contractor, and neither party is an agent or partner of the other. You do not have, and will not represent to any third party that you have, the authority to act in the name or on behalf of or otherwise to bind us in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability or the exercise of any right or power). We are not your lawyer and do not offer legal advice, nor do this Agreement or the Services create any attorney-client relationship or legal representation.

10:7 Entire Agreement. This Agreement, including all exhibits and addenda hereto and the accepted Order(s), 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 any Order resulting in an 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 these Terms and any exhibit or addendum executed by both parties or any accepted Orders, the terms of such exhibit, addendum or accepted Orders shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in your purchase order or other order documentation (excluding accepted Orders) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.