

KIGO LLC (d/b/a ERbin)

Terms and Conditions of Use

Last Modified: MAY 2019

### **Acceptance of the Terms of Use**

Welcome to the website of KIGO LLC (d/b/a ERbin) ("ERBIN" or "us" or "we"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "Terms of Use") govern your access to and use of the [www.erbinusa.com](http://www.erbinusa.com) website, including any applications or widgets, content, features, functionality, materials, information and services offered on or made available through [www.erbinusa.com](http://www.erbinusa.com) (collectively, the "Application"), whether as a guest or a registered user.

Please read these Terms of Use carefully before you start to use the Application. **By registering, accessing or using the Application, or by clicking "I accept" or "I agree" to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use.** If you do not agree to all of these Terms of Use, you must click "I do not accept" or "I do not agree." If you do not accept or agree to the Terms of Use, you must not access or otherwise use the Application.

### **Changes to the Terms of Use**

ERBIN may revise and update these Terms of Use from time to time in its sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Application thereafter.

Your continued use of the Application following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

### **Access; Account Security and Accessing the Application**

Subject to these Terms of Use, ERBIN may offer to provide services as described more fully on the Application, and which are selected by you, solely for your own use, and not for the use or benefit of any third party. Such services shall include, but not be limited to, any services ERBIN performs for you, any applications or widgets offered by ERBIN that you download from the Application or from third party application stores (e.g., iTunes® store or Google Apps Marketplace) authorized by ERBIN, as well as the offering of any materials displayed or performed on or through the such services.

To access the Application or some of the resources it offers, you may be required to provide certain registration details or submit other information (collectively, "Registration Information"). It is a condition of your use of the Application that all of the Registration Information and any other information you provide on the Application is correct, current and complete. You represent and warrant that if you are an individual, you are at least 18 years old.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You acknowledge and agree that your account is personal to you and you agree not to provide any other person or entity with access to this Application or portions of it using your user name, password or other security information. You agree to notify ERBIN immediately of any unauthorized access to or use of your user name or password, or any other breach of security.

ERBIN has the right to disable any user name or password, whether chosen by you or provided by ERBIN, at any time in its sole discretion for any or no reason. ERBIN further reserves the right to restrict your access to all or part of the Application at any time in its sole discretion for any or no reason.

If you use a mobile device, please be aware that your carrier's normal rates and fees, such as text messaging and data charges, will still apply. In the event you change or deactivate your mobile telephone number, you agree that you will update your account information on the Application within 48 hours to ensure that your messages are not sent to the person who acquires your old number.

ERBIN reserves the right to withdraw or amend this Application at any time in its sole discretion without notice to you. ERBIN shall not be liable to you or any third party if for any reason all or part of the Application is unavailable at any time or for any period.

### **Proprietary Rights**

The Application and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof)(collectively, the “ERBIN Content”), as well as all copyright, trademark and other rights therein, are owned by and are the property of ERBIN, its affiliates, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. You acknowledge and agree that you do not acquire any ownership rights therein by using the Application.

You agree that you will not copy, store, create derivative works of, publically display, publish, reproduce, upload or download, post, transmit, distribute, sell or otherwise send to another via e-mail or any other medium any ERBIN Content made available through any part of the Application. You further agree that you will not extract, summarize or reproduce any portion of the Application without the prior written consent of ERBIN.

If you print, copy, modify, download or otherwise use or provide any other person or entity access to any part of the Application in breach of the Terms of Use, your rights to use the Application will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. Nothing contained in these Terms of Use shall be construed as conferring any right, title or interest in or license to the Application or any ERBIN Content. All rights not expressly granted are reserved by ERBIN.

Any use of the Application not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws. Unauthorized use,

reproduction or rebroadcast of any ERBIN Content or other content on our Application is prohibited and shall be considered an infringement and/or misappropriation of our proprietary rights. Modification of the ERBIN Content or use of the ERBIN Content made available through any part of the Application for any purpose other than your own personal, non-commercial use is a violation of our copyright and other proprietary rights, and can subject you to legal liability.

### **Trademarks**

The ERBIN logo, the ERBIN name and all related names, logos, product and service names, designs and slogans are trademarks of ERBIN or its affiliates or licensors. You must not use such marks without the prior written permission of ERBIN.

### **User Content and Submissions**

For purposes of these Terms of Use, the term "User Content" includes, without limitation, any location information, videos, audio clips, comments, information, data, text, photographs, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible by ERBIN on or through the Application. User Content added, created, uploaded, submitted, distributed, posted or otherwise obtained through the Application by users, including User Content that is added to the Application in connection with users linking their accounts to third party websites and services, is collectively referred to as, "User Submissions."

All User Submissions must comply with the Content Standards set out in these Terms of Use. Your posting of User Submissions constitutes your acceptance, without modification, of these Terms of Use. If you do not agree with these Terms of Use, you should not post User Submissions.

Any User Submissions you post to the Application will be considered non-confidential and non-proprietary. By posting User Submissions to the Application, you grant ERBIN, its affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such User Submissions for any purpose.

By posting User Submissions to the Application, you grant ERBIN a non-exclusive, worldwide, perpetual, irrevocable, unrestricted, royalty-free, fully paid-up, transferable license, with the right to sublicense, use, copy, reproduce, display and distribute such User Content and User Submissions, and to sell, modify, create derivative works from and/or to incorporate such User Content and User Submissions into other works in any form, medium or technology, whether now known or hereafter developed, in each case, for any purpose whatsoever, commercial or otherwise, without compensation to you. You agree to waive any moral rights that you may have to your User Content and User Submissions.

You understand and acknowledge that you are personally responsible for any User Submissions you post and you (not ERBIN) have full responsibility for such content, including its legality, reliability, accuracy and appropriateness. ERBIN is not responsible or liable to any third party for the content or accuracy of any User Content or User Submission posted by you or any other user of the Application. **ERBIN cannot guarantee the authenticity of any User**

**Submissions or data which users may provide.** You acknowledge that all User Submissions accessed by you using the Application is at your own risk and you will be solely responsible and liable for any damage or loss to you or any other party resulting therefrom.

### **Content Standards**

These content standards apply to any and all User Content and User Submissions. User Content and User Submissions must, in their entirety, comply with all applicable federal, state, local and international laws and regulations.

Without limiting the foregoing, you agree that User Content and User Submissions you post must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable to any other person or entity.
- Contain nudity, sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Violate or infringe on the intellectual property rights of any person or entity, including without limitation, any patent, trademark, trade secret, confidential information, copyright, right of publicity or other proprietary rights.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use.
- Be likely to deceive any person or entity.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Impersonate any person or entity, falsely state or otherwise misrepresent your identity or your affiliation with any person or entity.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that it emanates from or is endorsed by ERBIN or any other person or entity, if this is not the case.
- Constitute unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming").
- Contain software viruses or any other computer codes, files, worms, logic bombs or programs that are designed or intended to disrupt, disable, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to

damage or obtain unauthorized access to any system, data, password or other information of ERBIN or any third party.

- Include anyone's identification documents or sensitive financial information.
- Breach the Privacy Policy.

### **Prohibited Uses**

You may use the Application only for lawful purposes and in accordance with these Terms of Use.

You agree not to use the Application:

- In any way that violates any local, state, national or international law, or to engage in activity that would constitute a criminal offense or give rise to a civil liability.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms of Use.
- To transmit or procure the sending of any advertising, promotional material or solicitation of products or services without our prior written consent.
- To impersonate or attempt to impersonate ERBIN, our employees, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits another person's or entity's use or enjoyment of the Application, or which, as determined by us, may harm ERBIN or users of the Application or expose them to liability.

Additionally, you agree not to:

- Use the Application in any manner that could disable, overburden, damage, or impair the Application or interfere with any other party's use of the Application, including their ability to engage in real time activities through the Application.
- Use any robot, spider or other automatic device, process or means to access the Application for any purpose, including monitoring or copying any of the Application.
- Use any manual process to monitor or copy any of the material on the Application or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Application, engage in any activity which may compromise the stability or availability of the Application or use the Application to compromise the availability or stability of any third party site or service.

- Upload, introduce, post, email, otherwise transmit, or post links to any User Content or User Submissions that contains software viruses, worms, trojan horses, time bombs, logic bombs, trap doors or any other computer code, files or programs or repetitive requests for information designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or to diminish the quality of, interfere with the performance of, or impair the functionality of the Application or any third party software, site, equipment or service.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Application, the server on which the Application is stored, or any server, computer or database connected to the Application.
- Harvest, collect or store personally identifying information about other users of the Application or to otherwise invade anyone's privacy or disclose another person's personally identifiable information.
- Reverse engineer, hack, spam, block, disrupt, or otherwise change or alter, or attempt to change or alter, the Application.
- Otherwise attempt to interfere with the proper working of the Application.

### **Termination, Monitoring and Enforcement**

We reserve the right to terminate or suspend your access to all or part of the Application at any time in our sole discretion for any reason or no reason. You agree that if your account is terminated by ERBIN for any reason or no reason, you will not attempt to establish a new account under any name, real or assumed.

We have the right to:

- Monitor, delete, edit, remove or refuse to post any User Content or User Submissions, in whole or in part, for any or no reason in our sole discretion without notice to you.
- Take any action with respect to any User Content or User Submissions that we deem necessary or appropriate in our sole discretion, including if we believe that such User Content or User Submission violates the Terms of Use, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Application or the public or could create liability for Application.
- Disclose your identity or other information about you to any third party who claims that material posted by you, or through your user name, violates such third party's rights, including its intellectual property rights or its right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Application.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Application. YOU WAIVE AND HOLD ERBIN AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

ERBIN cannot review all material before it is posted on the Application, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, ERBIN assumes no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. ERBIN has no liability or responsibility to you or any third party for performance or nonperformance of the activities described in this section.

### **Intellectual Property Infringement**

We respect the intellectual property rights of others and it is our policy to respond expeditiously to claims of intellectual property infringement. We will promptly process and investigate notices of alleged infringement and take appropriate actions under the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act and other applicable intellectual property laws. If you are aware of or experience any circumstances that appear to be a violation of these Terms of Use, please inform us by contacting us via e-mail to: [mgoetsch@erbinusa.com](mailto:mgoetsch@erbinusa.com).

Any such notice must include: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or trademark interest; (b) a description of the copyrighted work or trademark that you claim has been infringed; (c) a description of the location on the Application of the claimed infringing material; (d) your address, telephone number, and e-mail address; (e) a statement by you that you have a good faith belief that the claimed infringing use is not authorized by the copyright or trademark owner, its duly authorized agent, or the law; and (f) a statement by you that the information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright or trademark owner's behalf.

Upon receipt of such notice, we will act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity and will act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. We will terminate access for a registered user who is a repeat infringer.

### **Export Regulation**

You acknowledge and agree that the assets and information (including without limitation any ERBIN Content, User Content, User Submission, software, documentation and related technical data) contained in the Application or services provided in connection with the

Application (collectively, the "Regulated Deliverables") may be subject to Export Control Laws (as defined below).

In connection with the Regulated Deliverables, you shall:

- Comply with any export requirement or restriction imposed by the United States of America, the European Union and any jurisdiction to which you may direct that any Regulated Deliverables is provided;
- Comply with all applicable federal and foreign laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting or releasing any Regulated Deliverables; and
- Provide prior written notice of the need to comply with such laws and regulations to any person, firm or entity which you have reason to believe is obtaining any such Regulated Deliverables from you with the intent to export.

In connection with the Regulated Deliverables, you shall not, and shall not permit any third parties to, directly or indirectly:

- Export, re-export or release any Regulated Deliverables to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any Regulated Deliverables is prohibited by applicable federal or foreign law, regulation or rule;
- Dispose of any Regulated Deliverables subject to Export Control Laws other than in the country of destination, as identified in any government license or authorization for the relevant Regulated Deliverables; or
- Lease, exchange or dispose of any Regulated Deliverables subject to Export Control Laws to any country, company or individual that is either: (i) required by export regulations to hold a license to receive the Regulated Deliverables (and does not have such license) or (ii) is prohibited from receiving Regulated Deliverables subject to export control license, as amended from time to time.

You shall be responsible for any breach of this section by you, and your successors' and permitted assigns', parent, affiliates, employees, officers, directors, partners, members, shareholders, customers, agents, distributors, resellers or vendors. ERBIN reserves the right to withhold or suspend the supply of any Regulated Deliverables when the export of such Regulated Deliverables is or becomes subject to special controls under Export Control Laws.

For purposes of these Terms of Use, "Export Control Law" shall mean any and all laws, regulations and orders applicable to the export, re-export, transfer, disclosure or provision of items and/or technology including, without limitation, export controls administered pursuant to the United States Export Administration Regulations, the International Traffic in Arms



Regulation, the United States Department of Commerce Control List and the various export control laws and regulations of a member state regulating dual-use and military related activities.

### **Other Terms and Conditions Apply**

Additional terms and conditions, including but not limited to all terms and conditions set forth in any separate end user license agreement (collectively, the "Additional Terms"), also apply to specific portions, services or features of the Application. All such Additional Terms are hereby incorporated by this reference into these Terms of Use.

### **International Use**

ERBIN makes no claims that the Application is accessible or appropriate in countries or regions outside of the United States. Access to the Application may not be legal by certain persons or in certain countries. If you choose to access the Application from outside of the United States, you do so on your own initiative, at your own risk and are responsible for compliance with applicable local laws.

### **Links on the Application**

If the Application contains links to other websites and resources provided by third parties, these links are provided for your convenience only. If you decide to access any of the third party websites linked on the Application, you do so entirely at your own risk and subject to the terms and conditions of use for each such website.

### **Changes to the Application**

We may update the ERBIN Content on the Application from time to time. Any of the ERBIN Content on the Application may be out of date at any given time. ERBIN is under no obligation to update such ERBIN Content.

### **Privacy Policy**

All the information we collect on the Application is subject to our Privacy Policy, found at [www.erbinusa.com](http://www.erbinusa.com). By using the Application, you agree that all information you provide to register with the Application or otherwise post to the Application is governed by our Privacy Policy, and you consent to all actions ERBIN takes with respect to your information consistent with our Privacy Policy.

### **Disclaimer of Warranties**

You understand that ERBIN cannot and does not guarantee or warrant that files available for downloading from the Application will be free of viruses or other destructive code.

No opinion, advice or statement made in the Application or its ERBIN Content or User Content or User Submissions shall create any warranty.

YOUR USE OF THE APPLICATION, ITS CONTENT AND ANY SERVICES OR INFORMATION OBTAINED THROUGH THE APPLICATION IS ENTIRELY AT YOUR OWN RISK. THE APPLICATION, ITS CONTENT AND ANY SERVICES OR INFORMATION OBTAINED THROUGH THE APPLICATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ERBIN, ITS OFFICERS, MANAGERS, MEMBERS, LICENSORS, EMPLOYEES, AFFILIATES, AGENTS, DIRECTORS AND SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND ALL WARRANTIES RELATING TO THE ACCURACY, SECURITY, RELIABILITY, QUALITY, TIMELINESS, PERFORMANCE, AVAILABILITY OR COMPLETENESS OF THE APPLICATION, ITS CONTENT OR ANY SERVICES OR INFORMATION OBTAINED THROUGH THE APPLICATION.

WITHOUT LIMITING THE FOREGOING, NEITHER ERBIN NOR ANY PERSON OR ENTITY ASSOCIATED WITH ERBIN REPRESENTS OR WARRANTS THAT THE APPLICATION, ITS CONTENT, OR ANY SERVICES OR INFORMATION OBTAINED THROUGH THE APPLICATION WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; THAT THE APPLICATION OR THE SERVER THAT MAKES THE APPLICATION AVAILABLE WILL BE CORRECTED; THAT THE APPLICATION OR THE SERVER THAT MAKES IT AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT THE APPLICATION, ITS CONSENTS, OR ANY SERVICES OR INFORMATION OBTAINED THROUGH THE APPLICATION WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

### **Limitation of Liability**

IN NO EVENT WILL ERBIN, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, DIRECTORS, OFFICERS, MANAGERS, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY SPECIAL, DIRECTED, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF DATA OR OTHER DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL THEORY ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THE APPLICATION, ANY CONTENT ON THE APPLICATION OR ANY SERVICES OR INFORMATION OBTAINED THROUGH THE APPLICATION, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ERBIN SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY ANY TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE APPLICATION OR ANY SERVICES OBTAINED THROUGH THE APPLICATION OR TO YOUR DOWNLOADING OF ANY CONTENT POSTED ON IT.

SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

### **Indemnification**

You agree to indemnify, defend and hold ERBIN, its affiliates, licensors and service providers, and its and their respective officers, directors, managers, members, employees, contractors, agents, licensors, successors and assignees harmless from and against any and all liabilities, claims, damages, losses, judgments, awards, costs (including reasonable attorneys' fees) or other expenses arising out of or relating to: (a) your violation of these Terms of Use; (b) your use of the Application; (c) the actual or alleged infringement of any of our or any third party proprietary or intellectual property right arising out of your copying, republishing, uploading, posting, transmitting, distributing, selling or using the Application in any manner not authorized by us; (d) any User Content or User Submissions submitted by you; or (e) your use of any ERBIN Content or User Content obtained from the Application.

### **Force Majeure**

Under no circumstances shall ERBIN be held liable to you for any delay or failure in performance or other default or damage under these Terms of Use where such delay, failure or other default or damage has been caused by acts of nature, forces, or causes beyond our reasonable control including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, electrical power failures, an act of God, war, major disaster, terrorism, third-party criminal acts, insurrection, riot, flood, earthquake, fire, strike, lockout or other labor disturbance, delay by carriers, shortage of fuel, power, materials or supplies, operation of statutes, laws, rules or rulings of any court or government, non-performance of third parties or any other cause beyond our control.

### **Your Representations**

You represent and warrant that you:

- Have carefully read, reviewed and are familiar with these Terms of Use and have provided complete and accurate Registration Information and other such information;
- Have had a full and fair opportunity to receive the advice of your own legal counsel, accountants and other advisors with respect to your participation in the Application; and
- Hold all rights to and interest in your User Content and User Submissions, and have the right to grant ERBIN the license and rights specified above in the section titled "User Content and Submissions."

### **Governing Law; Choice of Venue**

All matters relating to the Application and these Terms of Use, and any dispute or claim arising therefrom or related thereto, shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, without giving effect to any choice or conflict of laws provision or rule.

Any legal suit, action or proceeding arising out of, or related to, the Application or these Terms of Use shall be instituted exclusively in the federal courts of the United States or the courts of the State of Wisconsin in each case located in Waukesha County, WI, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You and we waive any objection based on lack of personal jurisdiction, place of residence, improper venue or forum non conveniens in any such legal suit, action or proceeding.

### **Entire Agreement**

The Terms of Use, Privacy Policy, and any Additional Terms represent the sole and entire agreement between you and ERBIN relating to your use of the Application, and supersede any and all prior or contemporaneous agreements, understandings, representations and warranties, whether written or oral, on that subject between us.

### **Severability**

If any term or condition contained in these Terms of Use is, becomes, or is deemed invalid, illegal or unenforceable for any reason, you acknowledge and agree that: (a) such invalidity, illegality or unenforceability shall not affect any other term or condition of these Terms of Use, (b) the remaining terms, covenants and conditions hereof shall remain in full force and effect, and (c) any court of competent jurisdiction may so modify the invalid, illegal or unenforceable provision as to make it valid and enforceable, but such modification shall not affect the validity, legality or enforceability of any of the terms or conditions of these Terms of Use in any other jurisdiction.

### **Waiver**

No waiver by ERBIN of any breach or default by you under these Terms of Use shall be deemed to be a waiver of any preceding or subsequent breach or default by you. ERBIN reserves all legal rights and remedies available to it.

### **Your Comments and Legal Notices**

All feedback, comments, legal notices, requests for technical support and other communications relating to the Application should be directed to [mgoetsch@erbinusa.com](mailto:mgoetsch@erbinusa.com).