

**Terms of Service**  
**Effective October 1, 2020**

**1. INTRODUCTION**

Welcome to the Moto Insiders Website (the “**Website**”), where Motorola Mobility, LLC and its service providers (collectively, “**Company**”) provide training, education, games, and promotional opportunities (together with the Website, the “**Service**”) for retail staff engaged in the sale of Motorola products and services. Company recommends that you read the following Terms of Service carefully, because, together with the Privacy Policy and any Official Rules (as defined below), they constitute a legal agreement between you and Company (the “**Agreement**”). By accessing or using the Service, including by participating in any training program or promotion, however accessed or used, you agree to be bound by this Agreement. We encourage you to print the Agreement or save it to your computer for reference.

If you do not understand this Agreement, or do not agree to be bound by it or the Privacy Policy, you may not access or use the Service, and you must immediately cease accessing or using the Service.

***This Agreement contains an arbitration provision that requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limits the remedies available to you in the event of a dispute. See Section 18 (Dispute Resolution) for full details.***

**2. PRIVACY POLICY**

By using the Service, you represent and warrant that you have read and understood, and agree to be bound by, Company’s Privacy Policy (the “**Privacy Policy**”), which is incorporated into this Agreement by reference. The Privacy Policy is available at <https://www.motorola.com/us/legal/privacy-policy> Company encourages you to frequently check the Privacy Policy for updates.

**3. OFFICIAL RULES**

From time to time, as part of the Service, Company may offer you the opportunity to participate in certain sweepstakes, contests, games or time-sensitive training opportunities that are governed by rules specific to that promotion (in each instance, the “**Official Rules**”). The Official Rules will be presented to you at the time of your participation in the corresponding promotion. By using the Service, you represent and warrant that you have read and understood, and agree to be bound by all Official Rules for promotions in which you participate, which are incorporated into this Agreement by reference. In the event of a conflict between these Terms of Service and the Official Rules, the Official Rules shall govern as to the promotion expressly covered by the Official Rules, and these Terms of Service shall govern as to all other matters.

**4. MINIMUM AGE & QUALIFICATIONS**

By accessing and/or using the Service, including by doing so after accessing this Agreement, you represent and warrant that ***you are at least 18 years old, and are otherwise legally qualified to enter into and form contracts under applicable law.*** If you are using the Service on behalf of a company, you further represent and warrant that you are authorized to act and enter into contracts on behalf of that company.

**5. PARTICIPATION**

**Qualifications**

You understand and agree that your participation in the Service, or any particular contest, game, or promotion, may be contingent on your ongoing employment or association with a particular retailer. You agree to provide all information necessary and as requested by Company to verify said employment or association. You acknowledge and agree that your ability to participate in the Service is at Company's sole and exclusive discretion, and that Company may decline to provide you access to the Service or stop providing the Service, or any portion thereof, whether permanently or temporarily, either to you or users generally without any liability or prior notice to you.

### **Rewards**

From time to time, as part of the Service, Company may offer you the opportunity to participate in certain sweepstakes, contests, games or other opportunities that allow you to compete for or earn certificates, points, prizes, or other rewards (collectively, "**Rewards**"). If you feel you have not been duly credited with an earned Reward, you may open a ticket via the Website or promptly contact Company at [support@halight.com](mailto:support@halight.com) to discuss the same, but you understand and agree that all Rewards are made by Company in its sole discretion and that Company's decision with regard to the same is final in all respects. You agree to provide all information necessary and as requested by Company to provide you with your Rewards (for example, your mailing address or certain tax forms). You understand and agree that you are solely responsible for reporting and payment of all taxes arising out of or related to your receipt of any Reward. You understand and agree that Company may work with one or more third-party vendors in fulfilling Rewards, and that Company may transfer your personal information to its fulfillment providers for such purposes. All Rewards are provided as-is, and Company reserves the right, in its sole discretion, to refuse all requests for exchange or return of the same. If you breach this Agreement, are disqualified from participating in the Service, or this Agreement is terminated by either you or Company for any reason, you understand that you will forfeit and waive all rights to any Rewards that are unredeemed at the time of the breach, disqualification, or terminating event. Company shall not be liable for any missing, lost, misdelivered, or defective Rewards.

### **Fraud**

You represent and warrant that all information you provide in relation to your use of the Service will be accurate, and that you will not participate in any program, sweepstakes, contests, games, or otherwise seek to earn certificates, completion credit, or other Rewards through any fraudulent or other unlawful or impermissible manner that lacks good faith, including, but not limited to, using any device, program, robot, or method of cheating. In addition to all other legal remedies available to it, if Company reasonably determines you engaged in any fraud in relation to the Service, it shall require the return of all Rewards issued to or otherwise redeemed by you.

## **6. CHANGES TO TERMS AND PRIVACY POLICY**

Internet technology and the applicable laws, rules, and regulations change frequently. Company reserves the right to change this Agreement and its Privacy Policy at any time upon notice to you (including by posting a new version or sending you a change notice). It is your responsibility to review this Agreement and the Privacy Policy periodically. If at any time you find either this Agreement or the Privacy Policy unacceptable, you must immediately cease accessing Service. Unless Company obtains your express consent, any revised Privacy Policy will apply only to information collected by Company after the revised Privacy Policy takes effect, and not to information collected under any earlier versions of the Privacy Policy.

## **7. LICENSE**

Subject to your compliance with these Terms of Service, Company grants you a non-exclusive, non-sublicensable, revocable as stated in this Agreement, non-transferable license to access the

Website and to use the Service. No part of the Service, including the Website, may be reproduced, duplicated, copied, modified, sold, resold, distributed, transmitted, or otherwise exploited for any commercial purpose without the prior express written consent of Company. All rights not expressly granted in this Agreement are reserved by Company. Without limitation, this Agreement grants you no rights to the intellectual property of Company or any other party, except as expressly stated in this Agreement. The license granted in this section is conditioned on your compliance with this Agreement. Your rights under this section will immediately terminate if, in the sole judgment of Company, you have breached any provision of this Agreement.

## **8. NO RELIANCE ON THIRD PARTY CONTENT**

Opinions, advice, statements, or other information made available through the Service by third parties are those of their respective authors, and should not necessarily be relied upon. Those authors are solely responsible for their content. Company does not: (i) guarantee the accuracy, completeness, or usefulness of any third-party information accessible on or through the Service; or (ii) adopt, endorse, or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by a third party through the Service. Under no circumstances will Company be responsible for any loss or damage resulting from your reliance on information or other content posted through the Service transmitted to or by any third party.

## **9. ASSUMPTION OF RISK; RELEASE**

***You knowingly and freely assume all risk when using the Service. You, on behalf of yourself, your personal representatives, and your heirs, voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify Company—including the service providers who assist in providing the Services—and their respective owners, officers, directors, employees, agents, affiliates, consultants, representatives, sublicensees, successors, and assigns (collectively, the "Company Parties") from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, emotional distress, loss of privacy, or other damages or harm, whether to you or to third parties, that may result from your use of the Service.***

## **10. USER ACCOUNT, ACCURACY, AND SECURITY**

### **User Account**

To access and use certain parts of the Service, you may be asked to create a user account ("**Account**"), and to provide information that personally identifies you and/or confirms your relationship with a specific retailer. You represent and warrant that all user information you provide in connection with your Account and your use of the Service is current, complete, and accurate, and you agree that you will update that information as necessary to maintain its completeness and accuracy by updating your personal Profile. You agree that you will not submit any fake content (including without limitation any Account, username, likeness, or Profile) to willfully and credibly impersonate another person, whether actual or fictitious. If Company believes in its sole discretion that the information you provide is not current, complete, or accurate, Company has the right to refuse you access to the Service, or to terminate or suspend your access at any time, or both. For additional information, see Company's Privacy Policy.

### **Account Security**

You may be asked to provide a username, password, and possibly other information to secure your Account. You are entirely responsible for maintaining the confidentiality of your password. You may not use the username or password of any other person, nor may you share your username and password, nor may you circumvent any authentication mechanism requiring the entry of usernames, passwords, or any other information to gain unauthorized access to the

Service. You agree to notify Company immediately of any unauthorized use of your Account. Company shall not be liable for any loss that you incur because of someone else using your Account, either with or without your knowledge. You may be held liable for any losses incurred by Company, its affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else's use of your Account.

## **11. CONTENT UPLOADED OR POSTED BY YOU**

### **User Content**

"**User Content**" is any content, material, or information, not including personally identifiable information (e.g., first and last name, address, phone number, email address, etc.), that you submit, upload, and/or post to, or transmit, display, perform, or distribute through the Service, whether in connection with your use of the Service or otherwise. For example, User Content includes information or photos posted by you in any Account profile, reviews, or forum or leaderboard messages posted by you.

### **Ownership & License of User Content**

***You own your User Content.*** Company does not claim ownership of any User Content, and you retain all right, title, and interest thereto. However, by submitting, uploading, or posting User Content in any form through, or to the Service, you grant the Company Parties a royalty-free, perpetual, non-exclusive, unrestricted, fully paid-up, worldwide, sublicensable, revocable, assignable license to copy or otherwise reproduce, modify, adapt, translate, distribute, enhance, transmit, publicly display or perform, reformat, and/or otherwise use User Content in connection with the operation of the Service, in any medium now existing or later devised, including without limitation in advertising and publicity. You agree to waive, and waive, any claims arising from or relating to the exercise by the Company Parties of the rights granted under this section, including without limitation any claims relating to your rights of personal privacy and publicity. You will not be compensated for any exercise of the license granted under this section, and you agree that the consideration therefor is merely your use of the Service and any benefits derived by you therefrom.

### **Your Responsibility for User Content**

You represent and warrant that you: (a) own all rights, title, and interest in and to all User Content you submit, or are otherwise authorized to grant the rights provided the Company Parties under this section; or (b) have written consent, release, and/or permission of every identifiable individual person in any User Content you submit to use the name and likeness of every identifiable person in the User Content. You agree that you will not submit any User Content that does not fully comply with Company's prohibitions against Objectionable Content, as detailed below.

You agree and understand that you may be held legally responsible for damages suffered by other users or third parties as the result of your remarks, information, feedback, or other content posted or made available through the Service that is deemed defamatory or otherwise legally actionable. Company is not legally responsible, nor can it be held liable for damages of any kind, arising out of or in connection to any defamatory or otherwise legally actionable remarks, information, feedback, or other User Content or other content posted or made available through the Service.

### **Objectionable User Content**

You agree that you shall not use the Service to upload, post, transmit, display, perform, or distribute any User Content or other information or materials that: (a) are libelous, defamatory, abusive, threatening, excessively violent, harassing, obscene, lewd, lascivious, filthy, or pornographic; (b) constitute child pornography; (c) solicit personal information from or exploit in a

sexual or violent manner anyone under the age of 18; (d) incite, encourage, or threaten physical harm against another; (e) promote or glorify racial intolerance, use hateful and/or racist terms, or signify hate toward any person or group of people; (f) glamorize the use of illegal substances and/or drugs; (g) advertise or otherwise solicit funds or constitute a solicitation for goods or services; (h) violate any provision of this Agreement or any other Company agreement or policy, including without limitation Company's Privacy Policy; (i) disclose another's personal, confidential, or proprietary information; (j) are false or fraudulent; (k) contain images or videos of individuals captured or posted without their consent; (l) promote self-destructive behavior (including without limitation eating disorders or suicide); or (m) are generally offensive, rude, mean-spirited, or in bad taste, as determined by Company in its sole discretion (collectively, "**Objectionable Content**"). Company disclaims any perceived, implied, or actual duty to monitor content made available through the Service, and specifically disclaims any responsibility or liability for information provided on the Service. Without limiting any of its other remedies, Company reserves the right to terminate your use of the Service or your uploading, posting, transmission, display, performance, or distribution of Objectionable Content. Company, in its sole discretion, may delete any Objectionable Content from its servers, but has no responsibility to you to do so. Company intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of this Agreement or of any applicable laws.

## **12. CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS FROM COMPANY**

By registering for the Service and providing your name, email, postal or residential address, and/or phone number through the Service, you expressly consent to receive electronic and other communications from Company, over the short term and periodically, including email communications. These communications will be about the Service, new training programs, promotions, and other matters. You may opt out of receiving electronic communications at any time by following the unsubscribe instructions contained in each communication, or by contacting us at [support@halight.com.] You agree that these electronic communications satisfy any legal requirements that communications or notices to you be in writing.

## **13. THIRD PARTY WEBSITES**

The Service may be linked with the websites of third parties ("**Third Party Websites**"), some of whom may have established relationships with Company and some of whom may not. Company does not have control over the content and performance of Third Party Websites. Company has not reviewed, and cannot review or control, all of the material, including computer software or other goods or services, made available on Third Party Websites. Accordingly, Company does not represent, warrant, or endorse any Third Party Websites, or the accuracy, currency, content, fitness, lawfulness, or quality of the information, material, goods, or services available through Third Party Websites. Company disclaims, and you agree to assume, all responsibility and liability for any damages or other harm, whether to you or to third parties, resulting from your use of Third Party Websites.

## **14. PROHIBITED CONDUCT**

Company imposes certain restrictions on your use of the Service. Any violation of this section may subject you to civil and/or criminal liability. The following are expressly prohibited: (a) providing false, misleading, or inaccurate information to Company or any other person in connection with the Service; (b) impersonating, or otherwise misrepresenting affiliation, connection, or association with, any person or entity; (c) modifying or changing the placement and location of any advertisement posted through the Service; (d) harvesting or otherwise collecting information about users, including email addresses and phone numbers; (e) without express written permission from Company, using or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots,

avatars, or intelligent agents) to harvest or otherwise collect information from the Service for any use, including without limitation use on Third Party Websites; (f) accessing content or data not intended for you, or logging into a server or account that you are not authorized to access; (g) attempting to probe, scan, or test the vulnerability of the Service, or any associated system or network, or breaching security or authentication measures without proper authorization; (h) interfering or attempt to interfere with the use of the Service by any other user, host, or network, including (without limitation) by submitting malware or exploiting software vulnerabilities; (i) forging, modifying, or falsifying any network packet or protocol header or metadata in any connection with, or transmission to, the Service (for example, SMTP email headers, HTTP headers, or Internet Protocol packet headers); (j) while using the Service, using ad-blocking or other content-blocking software, browser extensions, or built-in browser options designed to hide, block, or prevent the proper display of online advertising; (k) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by the Company Parties in providing the Service, including without limitation any fraudulent effort to modify software or any other technological mechanism for measuring the number of impressions generated by individual content and/or the overall Service to determine and/or audit advertising revenues and payments, if applicable; (l) creating additional accounts to promote your (or another's) business, or causing others to do so; or (m) paying anyone for interactions on the Service.

## **15. INTELLECTUAL PROPERTY**

You represent and warrant that, when using the Service, you will obey all applicable laws and respect the intellectual property rights of others. Your use of the Service is at all times governed by and subject to copyright and other intellectual property laws. You agree not to upload, post, transmit, display, perform, or distribute any content, information, or other materials in violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights.

### **Trademarks**

Motorola and the Motorola logos (collectively, the "**Company Marks**") are trademarks or registered trademarks of Company. Other trademarks, service marks, graphics, logos, and domain names appearing anywhere on, through, or in connection with the Service may be the trademarks of third parties. Neither your use of the Service nor this Agreement grant you any right, title, or interest in, or any license to reproduce or otherwise use, the Company Marks or any third-party trademarks, service marks, graphics, logos, or domain names. You agree that any goodwill in the Company Marks generated as a result of your use of the Service will inure to the benefit of Company, and you agree to assign, and do assign, all such goodwill to Company. You shall not at any time, nor shall you assist others to, challenge Company's right, title, or interest in, or the validity of, the Company Marks.

### **Copyrights**

All content and other materials available through the Service, including without limitation the Company logo, design, text, graphics, and other files, and their selection, arrangement, and organization, are either owned by Company or are the property of Company's licensors and suppliers,. Except as explicitly provided, neither your use of the Service nor this Agreement grant you any right, title, or interest in any such materials.

## **16. DISCLAIMERS, LIMITATION OF LIABILITY**

### **No Warranties**

***Company (including its service providers who assist in providing the Services), on behalf of itself and its licensors and suppliers, expressly disclaims any and all warranties,***

*express or implied, regarding the Service, arising by operation of law or otherwise, including without limitation any and all implied warranties of merchantability, fitness for a particular purpose, non-infringement, no encumbrance, or title, in addition to any warranties arising from a course of dealing, usage, or trade practice. Neither Company nor its licensors or suppliers warrants that the Service will meet your requirements, or that the operation of the Service will be uninterrupted or error-free. Company disclaims all implied liability for damages arising out of the furnishing of the Service pursuant to this Agreement, including without limitation, mistakes, omissions, interruptions, delays, tortious conduct, errors, representations, or other defects arising out of the failure to the furnish the Service, whether caused by acts of commission or omission, or any other damage occurring. Company shall not be liable for any indirect, incidental, special, consequential, or punitive damages (including without limitation damages for lost profits or lost revenues), whether caused by the acts or omissions of Company, Company Parties, or Company users, or their agents or representatives.*

#### **Your Responsibility for Loss or Damage; Backup of Data.**

*You agree that your use of the Service is at your sole risk. You will not hold Company or its licensors and suppliers, as applicable, responsible for any loss or damage that results from your access to and/or use of the Service, including without limitation any loss or damage to any of your computers, mobile devices, including without limitations tablets and/or smartphones, or data. The Service may contain bugs, errors, problems, or other limitations.*

#### **Limitation of Liability**

*In no event shall Company or its licensors or suppliers be liable to you for any claims arising from your use with the Service, including without limitation for special, incidental, or consequential damages, lost profits, lost data or confidential or other information, loss of privacy, costs of procurement of substitute goods or services, failure to meet any duty including without limitation of good faith or of reasonable care, negligence, or otherwise, regardless of the foreseeability of those damages or of any advice or notice given to Company or its licensors and suppliers arising out of or in connection with your use of the Service. This limitation shall apply regardless of whether the damages arise out of breach of contract, tort, or any other legal theory or form of action. You agree that this limitation of liability represents a reasonable allocation of risk and is a fundamental element of the basis of the bargain between Company and you. The Service would not be provided without such limitations.*

#### **Application of Disclaimers**

*The above disclaimers, waivers, and limitations do not in any way limit any other disclaimer of warranties or any other limitation of liability in any other agreement between you and Company or between you and any of Company's licensors and suppliers. Some jurisdictions may not allow the exclusion of certain implied warranties or the limitation of certain damages, so some of the above disclaimers, waivers, and limitations of liability may not apply to you. Company's licensors and suppliers are intended third-party beneficiaries of these disclaimers, waivers, and limitations. No advice or information, whether oral or written, obtained by you through the Service or otherwise shall alter any of the disclaimers or limitations stated in this section.*

### **17. INDEMNIFICATION**

Without limiting any indemnification provision of this Agreement, you (the "Indemnitor") agree to defend, indemnify, and hold harmless Company and the Company Parties (collectively, the

"Indemnitees") from and against any and all claims, actions, demands, causes of action, and other proceedings (individually, "Claim", and collectively, "Claims"), including but not limited to legal costs and fees, and providing sole and exclusive control of the defense of any action to Company, including the choice of legal counsel and all related settlement negotiations, arising out of or relating to: (i) the relationship between you and Company, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory; (ii) your breach of this Agreement, including without limitation any representation or warranty contained in this Agreement; (iii) your access to or use of the Service; (iv) your provision to Company or any of the Indemnitees of information or other data; (v) your violation or alleged violation of any foreign or domestic, international, federal, state, or local law or regulation; (vi) your violations of Section 14 regarding prohibited uses of the Service and other prohibited conduct; or (vii) your violation or alleged violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights.

The Indemnitees each have the individual right, but not the obligation, to participate through counsel of their choice in any defense by you of any Claim as to which you are required to defend, indemnify, or hold harmless any, each, and/or all Indemnitees. You may not settle any Claim without the prior written consent of the concerned Company Parties.

## **18. DISPUTE RESOLUTION**

### **Binding Arbitration**

If you and Company cannot resolve a dispute or other Claim through negotiations, either party may elect to have the dispute or Claim finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other(s).

***You acknowledge that without this provision, you would have the right to sue in court with a jury trial or to participate in a class action.***

The language in this Agreement shall be interpreted in accordance with its fair meaning and not strictly for or against either party.

If any dispute occurs between the parties relating to the application, interpretation, implementation or validity of this Agreement, the Parties agree to seek to resolve the dispute or controversy through mediation with Canadian Arbitration Association before pursuing any other proceedings. Nothing herein shall preclude any Party from seeking injunctive relief in the event that the Party perceives that without such injunctive relief, serious harm may be done to the party. Any Party to the dispute may serve notice on the others of its desire to resolve a particular dispute by mediation. The mediator shall be appointed by agreement between the Parties or, if the Parties cannot agree within five days after receipt of the notice of intention to mediate, the mediator will be appointed by Canadian Arbitration Association. The mediation will be held at Tecumseh, Ontario, Canada, unless otherwise agreed by the Parties. The Parties agree to attempt to resolve their dispute at mediation. If the dispute has not been resolved within thirty days of the notice of desire to mediate, any Party may terminate the mediation and proceed to arbitration as set out below.

Subject to the mediation provisions set out above, if any dispute or controversy occurs between the Parties relating to the interpretation or implementation of any of the provisions of this Agreement, the dispute will be resolved by arbitration at Canadian Arbitration Association pursuant to the general Canadian Arbitration Association Rules for Arbitration. Any Party may serve notice of its desire to refer a dispute to arbitration. The arbitration shall be conducted by a single arbitrator. The arbitration shall be held in Tecumseh, Ontario Canada, or such other location as agreed upon by the Parties. The arbitration shall proceed in accordance with the provisions of the Arbitration Act (ON). The decision arrived at by the arbitrator shall be final and

binding and no appeal shall lie therefrom. Judgement upon the award rendered by the arbitrator may be entered in any Court of Competent Jurisdiction.

Except as otherwise provided for in this Agreement, Company will pay the Canadian Arbitration Association mediation, filing, administration, and arbitrator fees. If, however, the arbitrator finds that either the substance of your claim or the relief sought is frivolous or brought for an improper purpose, then you will pay the arbitrator fees, in addition to any amount that exceeds the filing fees. In that case, you also agree to reimburse Company for all payments disbursed that are your obligation to reimburse under the Rules for Arbitration. The arbitrator shall award costs to the prevailing party (including, without limitation, fees, expenses, and reasonable attorneys' fees) at any time during the proceeding and upon request from either party, within 14 days of the arbitrator's ruling on the merits.

### **Restrictions Against Joinder of Claims**

***You and Company agree that any arbitration shall be limited to each Claim individually. You and Company agree that each may only bring claims against the other in your or Company's individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.***

If this specific provision is found to be unenforceable in a Court of Competent Jurisdiction, the Claim will still be finally and exclusively resolved by binding arbitration upon the election of either party, and any election to arbitrate by one party shall be final and binding on the other(s). In addition: (1) no arbitration shall be joined with any other arbitration, and (2) there is no right for any Claim to be arbitrated on a class-action basis or to employ class action procedures, and (3) there is no right of authority for any dispute to be brought in a purported representative capacity on behalf either of the general public or any other individuals.

### **Remedies in Aid of Arbitration; Equitable Relief**

This agreement to arbitrate will not preclude you or Company from seeking provisional remedies in aid of arbitration, including without limitation orders to stay a court action, compel arbitration, or confirm an arbitral award, from a Court of Competent Jurisdiction. Furthermore, this agreement to arbitrate will not preclude you or Company from applying to a Court of Competent Jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary. "**Court of Competent Jurisdiction**" means any court: (1) that has jurisdiction over the subject matter; and (2) that is located in Ontario, Canada.

### **Venue for any Judicial Proceeding**

This Agreement, including without limitation this Agreement's interpretation, shall be treated as though this Agreement were executed and performed in Ontario, Canada, and shall be governed by and construed in accordance with the laws of Ontario, Canada without regard to its conflict of law principles. The language in this Agreement shall be interpreted in accordance with its fair meaning and not strictly for or against either party.

***The proper venue for any judicial action arising out of, relating to, or in connection with this Agreement will be the courts located in or nearest to Tecumseh, Ontario, Canada. The parties stipulate to, and agree to waive any objection to, the personal jurisdiction and venue of such courts, and further expressly submit to extraterritorial service of process.***

## **19. TERMINATION**

### **By Company**

***Without limiting any other provision of this Agreement, Company reserves the right to, in Company's sole discretion and without notice or liability, deny use of the Service to any***

***person for any reason or for no reason at all, including without limitation for any breach or suspected breach of any representation, warranty, or covenant contained in this Agreement, or of any applicable law or regulation.*** This Agreement shall automatically terminate if you breach any of this Agreement's representations, warranties, or covenants. Such termination shall be automatic, and shall not require any action by Company.

### **By You**

You may terminate this Agreement and your rights under it at any time, for any or no reason at all, by providing to Company notice of your intention to do so, in the manner required by Section 20.

### **Effect of Termination**

Any termination of this Agreement automatically terminates all rights and licenses granted to you under this Agreement, including all rights to use the Service. Upon termination, Company may, but has no obligation to, in Company's sole discretion, rescind any services and/or delete from Company's systems all your Personal Information and any other files or information that you made available to Company or that otherwise relate to your use of the Service. Upon termination, you shall cease any use of the Service.

After termination, Company reserves the right to exercise whatever means it deems necessary to prevent your unauthorized use of the Service, including without limitation technological barriers such as IP blocking and direct contact with your Internet Service Provider.

### **Survival**

Upon termination, all rights and obligations created by this Agreement will terminate, except that the following Sections will survive any termination of this Agreement: Sections 1-4, 7, 9, and 11-21.

## **20. NOTICES**

All notices required or permitted to be given under this Agreement must be in writing. Company shall give any notice by email sent to the most recent email address, if any, provided by the intended recipient to Company. You agree that any notice received from Company electronically satisfies any legal requirement that such notice be in writing. ***You bear the sole responsibility of ensuring that your email address on file with Company is accurate and current, and notice to you shall be deemed effective upon the sending by Company of an email to that address.*** You shall give any notice to Company by submitting said notice to us at [\[support@halign.com\]](mailto:support@halign.com).

## **21. GENERAL**

**Entire Agreement.** This Agreement constitutes the entire agreement between Company and you concerning your use of the Service.

**Partial Invalidity.** Should any part of this Agreement be declared invalid, void, or unenforceable by a Court of Competent Jurisdiction, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect, and the parties acknowledge and agree that they would have executed the remaining portion without including the part so declared by a Court of Competent Jurisdiction to be invalid, void, or unenforceable.

**Amendments.** This Agreement may only be modified by a written amendment signed by an authorized executive of Company, or by the unilateral amendment of this Agreement by Company along with the posting by Company of that amended version.

No Waiver. A waiver by either party of any term or condition of this Agreement, or any breach, in any one instance, will not waive that term or condition or any later breach.

Assignment. This Agreement and all of your rights and obligations under it will not be assignable or transferable by you without the prior written consent of Company. This Agreement will be binding upon and will inure to the benefit of the parties, their successors, and permitted assigns.

Independent Contractors. You and Company are independent contractors, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement.

Third Party Beneficiaries. The Company Parties, including the service providers who assist Company in providing the Website and Services are intended third-party beneficiaries of this Agreement and shall have the ability to enforce any of its terms, including in any dispute with you. Except as expressly stated herein, there are no other third-party beneficiaries to this Agreement.

Injunctive Relief. You acknowledge and agree that any actual or threatened breach of this Agreement or infringement of proprietary or other third-party rights by you would cause irreparable injury to Company and Company's licensors and suppliers, and would therefore entitle Company or Company's licensors or suppliers, as the case may be, to injunctive relief.

Headings. The headings in this Agreement are for convenience only, and shall have no legal or contractual effect.