

Reading Horizons Terms of Use

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1. Acceptance of the Terms of Use

These terms of use are entered into by and between you (“**you**” or “**User**”) and HEC Software, Inc., a Utah corporation doing business as Reading Horizons (“**Reading Horizons**,” “**Company**,” “**we**,” or “**us**”). 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 any of the services provided by Reading Horizons, including, without limitation, this website (including www.readinghorizons.com), whether accessed in the mobile, tablet, or desktop version, and all Reading Horizons’ digital and online platforms, applications, online systems, software, or otherwise (the “**Services**”), including any content, functionality, and applications offered on or through the Services, whether as a student, teacher, school administrator, parent, or other guest, or as a registered user.

Please read the Terms of Use carefully. **By using the Services, you accept and agree to be bound by and abide by these Terms of Use and our [Privacy Policy](#), incorporated herein by reference.** If you do not agree to these Terms of Use or the [Privacy Policy](#), you must not access or use the Services.

If you have purchased or otherwise entered into a separate written agreement with Reading Horizons for access to our software or programs under the terms of a separate written purchase agreement, subscription agreement, data sharing agreement, or similar written agreement with us regarding our Services (collectively, a “**Separate Contract**”), then to the extent of any contradiction or inconsistency between the terms of such Separate Contract and these Terms of Use, the terms of the Separate Contract shall govern.

If you have purchased Reading Horizons’ software, the software license terms set forth in Section 11 apply to your use of the software.

2. Changes to the Terms of Use

We may revise and update these Terms of Use from time to time at our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Services thereafter. However, any changes to the dispute resolution provisions set out in the Governing Law and Jurisdiction sections will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on this page. In addition, if you are a registered user or have a registered account on any of our platforms, and we make a change to the Terms of Use that would materially impact your rights or obligations under these Terms of Use, we will send you notice via email of such update. Your continued use of the Services following the posting of revised Terms of Use means that you accept and agree to the changes.

3. Accessing the Services and Account Security

We reserve the right to withdraw or amend these Terms of Use and any service or material we provide on the Services, in our sole discretion without notice, subject to the

terms of any Separate Contract. Except pursuant to the express provisions of any Separate Contract, we will not be liable if, for any reason, all or any part of the Services is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Services, or the entire Services, to users, including registered users. You are responsible for the following:

- Making all arrangements necessary for you to have access to the Services
- Ensuring that all persons who access the Services through your internet connection are aware of these Terms of Use and comply with them

You may be asked to provide certain registration details or other information to access the Services or some of the resources thereunder. It is a condition of your use of the Services that all the information you provide on the Services is correct, current, and complete. You agree that all information you provide to register under the Services or otherwise, including but not limited to through the use of any interactive features on any platform by which the Services are provided, is governed by our [Privacy Policy](#). You consent to all actions we take with respect to your information consistent with our [Privacy Policy](#).

If you choose or are provided with a username or account name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential and not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to these Services or portions of them using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others cannot view or record your password or other personal information.

We have the right to deactivate any username, password, or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms of Use.

4. Intellectual Property Rights

The Services and the entire contents, features, and functionality thereunder (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by the United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Services for your personal, educational use only and not for your commercial use. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Services except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your web browser for display enhancement purposes.

- You may print one copy of a reasonable number of pages of the Services for your personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our End User License Agreement for such applications.
- If we provide social media features with certain content, you may take actions that are enabled by those features.

You must not do the following:

- Modify copies of any materials from the Services.
- Use any illustrations, photographs, video or audio sequences, or graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Services or any services or materials available through the Services.

If you wish to make any use of material on the Services other than that set out in this section, please address your request to legal@readinghorizons.com.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Services in breach of the Terms of Use, your right to use the Services will stop immediately. You must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Services or any content on the Services is transferred to you, and the Company reserves all rights not expressly granted. Any use of the Services not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

5. Trademarks

The Company name, the Company logo, the Reading Horizons name, the Reading Horizons logo, and all related names, logos, product and service names, designs, and slogans of any of the Company's products, services, software, or platforms are trademarks of the Company or its affiliates or licensors. You must not use such marks without the Company's prior written permission. All other names, logos, product and service names, designs, and slogans displayed on the Services are the trademarks of their respective owners, as indicated.

6. Prohibited Uses

You may use the Services only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Services in the following ways:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

- Exploit, harm, or attempt to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- Transmit or procure the sending of any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- Impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- In any manner that violates our Content Standards (as set forth below).
- Engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Services, or which, as determined by us, may harm the Company or users of the Services or expose them to liability.

Additionally, you agree not to do the following:

- Use the Services in any manner that could deactivate, overburden, damage, or impair the site or interfere with any other party’s use of the Services, including their ability to engage in real-time activities through the Services.
- Use any robot, spider, or other automatic device, process, or means to access the Services for any purpose, including monitoring or copying any of the material on the Services.
- Use any manual process to monitor or copy any material on the Services 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 Services.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services, the server on which the Services is stored, or any server, computer, or database connected to the Services.
- Attack the Services via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Services.

7. Copyright Infringement

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from this Services infringe your copyright, you may request the removal of those materials (or access to them) from the Services by submitting a written notification to us as designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (“**DMCA**”), the written notice (the “**DMCA Notice**”) must include substantially the following:

- Your physical or electronic signature
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Services, a representative list of such works
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material

- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address)
- A statement that you have a good faith belief that the use of the copyrighted material is not authorized by the copyright owner, its agent, or the law
- A statement that the information in the written notice is accurate
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner

Our designated copyright agent to receive DMCA Notices is legal@readinghorizons.com.

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Services infringes your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

8. Information About You and Your Use of the Services

All information we collect during your use of the Services is subject to our [Privacy Policy](#). By using the Services, you consent to all our actions concerning your information in compliance with the Privacy Policy.

9. Linking to the Services and Social Media Features/Content Standards

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. However, you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent. The Services may provide certain social media features that enable you to do the following:

- Link from your own or certain third-party websites to certain content on the Services.
- Send emails or other communications with certain content, or links to certain content, on the Services.
- Cause limited portions of content on this Services to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not do the following:

- Establish a link from any part of the Services you do not own.
- Cause the Services or portions of them to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Services other than the homepage.
- Otherwise take any action with respect to the materials on these Services that is inconsistent with any other provision of these Terms of Use.

The Services from which you are linking, or on which you make certain content accessible, and any content supplied by you in creating such link, must comply in all respects with the following “**Content Standards**,” and may not do the following:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- 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 conflict with these Terms of Use.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity if this is not the case.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may deactivate any social media features and links at any time without notice at our discretion.

10. Links from the Services

If any product under the Services contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage arising from your use. If you decide to access any third-party websites linked to the Services, you do so entirely at your own risk and subject to the terms and conditions of use of those websites.

11. Software License

If you have purchased or been granted access to use our software, the following software license terms are applicable to you as the User of such software:

- a. **License Grant.** This License applies to all Reading Horizons software, including all current and future iterations and versions on the date hereof and all future versions and iterations unless expressly superseded by a future version of this License. The software includes, without limitation, *Reading Horizons® Elevate* online software, *Reading Horizons® Elevate* network software, *Reading Horizons® Discovery* online software, and *Reading Horizons Accelerate™* and *Reading Horizons Discovery Sound City™* along with their respective components, tools,

applications, versions, and elements, including teachers' and pupils' editions (each, to the extent licensed by User hereunder, collectively and individually, "**Software**"). Reading Horizons hereby grants to User, and User accepts, a limited, non-exclusive, internal-use only, non-transferable, non-assignable, non-sublicensable license to use the Software and any associated User Documentation for the period of time for which User maintains and pays a subscription fee for such license (or a third party pays such fee on User's behalf, such as, by way of example only, when a school district purchases a multi-User subscription to the Software and grants access to the software to User as personnel of such school district).

- b. **Websites and Mobile Apps.** User acknowledges that User's employees or users may be able to access some or all of the Software on Reading Horizons' websites or on mobile devices through applications specifically designed by Reading Horizons for distribution to such mobile devices. The terms and conditions of this EULA apply to the Software and any Reading Horizons mobile applications, regardless of the access method. By agreeing to this License, User agrees that User has read, accepts, and agrees to be bound by and comply with all obligations and policies governing the use of such websites and/or mobile applications set forth in RH's Privacy Policy, located here: [Privacy Policy](#).
- c. **FERPA; Applicable Laws.** The Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232(g)) and the regulations thereunder (34 CFR Part 99) (collectively, "FERPA"), the Student Online Personal Information Protection Act (S.B. 1177) and all California regulations thereunder ("SOPIPA"), and the New York student privacy laws and regulations codified pursuant to N.Y. Educ. Law §§2-c, 2-d ("**NYEDUC**"), as well as other laws, rules, and regulations adopted by various federal and state jurisdictions with respect to personal data, student data and privacy, and consumer privacy, as each may be amended from time to time (collectively, "**Applicable Privacy Laws**"), impose obligations and restrictions onto Vendor and other persons (such as User), including, without limitation, with respect to the handling, safeguarding, use, and disclosure of personally identifiable information contained in the educational records User maintains regarding its students and with respect to the online collection of personal information from individuals under the age of thirteen and other individuals that submit personal data. Reading Horizons may elect to use non-personally identifiable data from Users for internal company purposes such as product development. With respect to any data that may be accessed, obtained, received, extracted, or otherwise used by Reading Horizons (or which may be disclosed in any manner to Reading Horizons by or on behalf of User), in individualized or aggregate form, including but not limited to any images, audio files, voice captures, video or audio recordings, text, or other information submitted, uploaded, or delivered in connection with User's use of the Software, in whole or in part, pursuant to this License, as well as in connection with any services provided by Reading Horizons in connection with the Software (collectively, "**User Data**"), User and Reading Horizons shall comply with all Applicable Privacy Laws, and User hereby
 - I. agrees to provide to Reading Horizons or otherwise permit Reading Horizons to receive, User Data, for Reading Horizons use in accordance with its [Privacy Policy](#) and in compliance with Applicable Privacy Laws;

- II. represents that it will fully comply with all applicable laws, rules, and regulations, including, without limitation, Applicable Privacy Laws, in connection with its use of the Software;
 - III. expressly waives and releases Reading Horizons from and against any and all claims, actions, damages, and liability arising in connection with User's provision of User Data to Reading Horizons (and any required consents in connection therewith) and Reading Horizons' receipt and use of User Data on behalf of User, in each case to the fullest extent permitted by law.
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- e. **Restrictions.** User agrees that it will not modify, translate, adapt, create derivative works from or decompile the software, or any portion thereof, or create or attempt to create, by reverse engineering or otherwise, the source code from the object code supplied hereunder, (ii) rent, lease, loan, sell, transfer, publish, display, distribute, disclose or make the Software available to third parties or use the Software, or any portion thereof, in a service bureau, time-sharing, or outsourcing service or otherwise use the Software for the benefit of third parties.
- f. **Limited Warranty.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, READING HORIZONS AND ITS AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES FOR INFORMATION, DATA, DATA PROCESSING SERVICES, DATA OR CONTENT MAINTENANCE OR STORAGE, UPTIME OR UNINTERRUPTED ACCESS, OR ANY WARRANTY OF ACCURACY, CORRECTNESS, PRECISION, TIMELINESS, THOROUGHNESS, COMPLETENESS, USE OR APPLICATION, ADEQUACY AND SUITABILITY, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
- g. **Limitation of Liability.** READING HORIZONS' CUMULATIVE LIABILITY TO THE USER OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS LICENSE SHALL NOT EXCEED THE LICENSE FEES PAID TO READING HORIZONS FOR THE USE OF THE SOFTWARE WITHIN THE 12 MONTHS PREVIOUS TO THE DATE THE CLAIM AROSE. In no event shall Reading Horizons be liable for any lost profits, indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Reading Horizons knew or should have known of the possibility of such damages. No action, whether based on contract, strict liability, or tort, including any action based on negligence arising out of the performance of services under this License, may be brought by either party more than four years after such cause of action accrued, except that an action for nonpayment may be brought within two years of the date of the last payment.

12. Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of lost data.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY SERVICES LINKED TO IT.

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THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

13. Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND,

UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES, ANY SERVICES LINKED TO IT, ANY CONTENT ON THE SERVICES OR SUCH OTHER SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. IF THE USER HAS BEEN PROVIDED PAID ACCESS TO SOFTWARE, THE LIMITATION OF LIABILITY WITH RESPECT TO CLAIMS SURROUNDING SUCH SOFTWARE IS SET FORTH UNDER THE LICENSE TERMS IN SECTION 11.

14. Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Services, including, but not limited to, the License set forth in Section 11 and the use of the content, services, and products provided by way of the Services other than as expressly authorized in these Terms of Use or your use of any information obtained from the Services.

15. Governing Law and Jurisdiction

All matters relating to the Services and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Services shall be instituted exclusively in the federal courts of the United States or the state courts that are, in each case, located in Salt Lake County, Utah. However, 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 waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue in such courts.

16. Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

17. Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition. Any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

18. Entire Agreement

The Terms of Use and our [Privacy Policy](#), along with any Separate Contract we may have with you, constitute the sole and entire agreement between you and the Company regarding the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Services.