

PRIVACY POLICY AND TERMS & CONDITIONS

TransactionContractor.com takes the issue of privacy seriously. We let the user decide what information to give us, and explain exactly what is done with it.

The Privacy Policy and Terms of Service were last modified and are effective as of June 13th 2022

Privacy Policy

Transaction Contractor, Incorporated. (“TransactionContractor.com”, “we”, “our”, or “us”) provides this Privacy Policy to inform you of our policies and procedures regarding the collection, use and disclosure of personal information we receive via our Service (as defined in the Terms of Service below) from users of our Service. This Privacy Policy may be updated from time to time. We will notify you of any material changes by posting the new Privacy Policy on our Website. Your use of the Service following any such notice will signify and constitute your assent to and acceptance of such revised Privacy Policy. Unless otherwise defined in this Privacy Policy, capitalized terms used herein have the same meanings as in our Terms of Service.

1. Information Collection and Use

For the purposes of this Privacy Policy, “Personal Information” means information that can be used to uniquely identify you, such as your name, telephone number, address, and e-mail address.

Personal Information We Collect

When you interact with us, we may ask you to supply us with Personal Information. For example, we may collect Personal Information when you:

Use our Service, including our Website;

Request quotes, support, information, or access to our information products and services; or Contact us.

Our Use of Your Personal Information

We mainly use your Personal Information, either alone or in combination with other information, so that we can provide, enhance and personalize our Service and our marketing efforts.

The following are examples of a variety of ways that we may use your Personal Information. We may use your Personal Information:

To provide you with the best customer experience possible; To provide you with a pricing report

To protect the rights or property of TransactionContractor.com or our users, and prevent fraud and other prohibited or illegal activities;

To protect the security of our products, services, and business;

For our internal purposes (such as auditing, data analysis, and research to improve our products, services, and communications); and

Otherwise, as disclosed to you at the point of collection.

If you decide at any time that you no longer wish to receive communications from us, please follow any unsubscribe instructions that may be provided in our communications to you. Please note that we may use your Personal Information to contact you with important notifications, such as notices with respect to purchases, safety, or changes to our terms, conditions, and policies; you may not opt out of these notifications.

2. Information Sharing and Disclosure

Except as described in this Privacy Policy, we will not share your Personal Information with other companies or individuals outside of TransactionContractor.com unless we have received your consent. Non- Identifying Information may be provided to third parties for marketing, advertising, or other uses.

Compliance with Laws, Legal Process and Authorities

We cooperate with government and law enforcement officials and private parties to enforce and comply with the law. We will disclose any information about you to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate to respond to claims and legal process (including but not limited to subpoenas), to protect the property and rights of us or a third party, to protect the safety of the public or any person, or to prevent or stop activity we may consider to be, or to pose a risk of being, illegal, unethical or legally actionable.

3. General.

Security

We employ appropriate security measures to protect your Personal Information from unauthorized access, alteration, disclosure, or destruction. These security measures include administrative, technical, and physical precautions to safeguard your Personal Information against loss, theft, and misuse. Please be advised, however, that while we strive to protect your Personal Information and privacy, we cannot guarantee or warrant the security of any information you disclose or transmit to us online and are not responsible for the theft, destruction or inadvertent disclosure of your personally identifiable information.

Guarantee of Pricing

It is important you understand that the service provided by TransactionContractor.com is purely for estimation and negotiation purposes. We in no way guarantee that the prices we estimate for repairs on your report are the same that you will end up paying for that specific repair. Our pricing is based on average cost for a similar repair in your area, and due to unknown conditions or underlying issues that we are not privy to, actual repair cost may be substantially higher.

Product Download

Our products are currently delivered by Internet download only. After your purchase has been approved we will process your order. Orders are typically processed within the time frame quoted in your purchase (72hr, 24hr, 8hr, as applicable). Once your order has been processed we will send you a confirmation email using the email address you provided on our order form.

This email will serve as your delivery receipt and will contain the information you need to access your downloads.

If for any reason after 24 hours you have not received your download email, please contact us at kimi@TransactionContractor.com

Refund Policy

We stand behind our products and your satisfaction with them is important to us. However, because our products are digital goods delivered via Internet download we generally offer no refunds.

Although we use highly sophisticated delivery methods, occasionally your email or Internet provider may block, delay or filter your delivery email. Under these circumstances we will categorically not offer a refund and the product will be deemed to have been delivered. Proof of delivery attempt shall serve as proof of product delivery.

Changes to this Privacy Policy

We will occasionally update this Privacy Policy. If we make changes, we will revise this Privacy Policy to reflect such changes and revise the effective date included at the end of this policy.

Contacting Us

If you have any questions about this Privacy Policy, please feel free to contact kimi@transactioncontractor.com

Terms Of Service Agreement

IMPORTANT NOTICE TO USER:

PLEASE READ THIS DOCUMENT CAREFULLY. This Terms of Service ("Agreement") is a legal agreement between you (referred to herein as "you" or "your") and Transaction Contractor, Incorporated ("TransactionContractor.com", "we", "our", or "us") for access to and use of our website available at (the "Website") and the related software, feeds, and online services owned, controlled or offered by us (referred to collectively as the "Service").

BY ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IN ADDITION TO THIS AGREEMENT, YOU ACKNOWLEDGE THAT USE OF THE TransactionContractor.com WEBSITE (each, an "App") IS GOVERNED BY AN APPLICABLE END USER LICENSE AGREEMENT (each, a "EULA").

YOU MAY ONLY USE THE WEBSTE IF YOU AGREE TO THE APPLICABLE EULA.

IF ANY OF THE TERMS OF THIS AGREEMENT ARE UNACCEPTABLE TO YOU OR IN THE EVENT THAT ANY FUTURE CHANGES ARE UNACCEPTABLE TO YOU, DO NOT USE THE SERVICE.

YOUR CONTINUED USE OF THE SERVICE NOW, OR FOLLOWING THE POSTING OF ANY CHANGES IN THIS AGREEMENT, WILL INDICATE ACCEPTANCE AND AGREEMENT BY YOU OF SUCH CHANGES.

YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT AND TO BE BOUND BY ITS TERMS. IF YOU ARE ACTING ON BEHALF OF A COMPANY OR ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY.

1. The Service.

A. You agree that (i) you will use the Service solely in accordance with this Agreement, (ii) all information supplied by you to us will be true, accurate, current and complete, (iii) you may receive electronic communications (e.g., e-mail notices) from us from time to time, and (iv) you will review the latest version of this Agreement posted on the Service from time to time to check for amendments that may apply to you (as more fully described in Section 12 below). We retain the right at our sole discretion to deny or suspend access to the Service to anyone, at any time and for any reason, without liability.

B. You acknowledge and agree that your use of the Service, including, without limitation, the storage of any data, files, information and/or other materials on a server owned or under our control or in any way connected to the Service, shall be at your sole risk and responsibility and we shall have no obligation to back-up such data, files, information and/or other materials. We expressly reserve the right to limit storage capacity and to remove and/or delete any data, files, and/or other information stored or used in connection with the Service for any reason including, without limitation, if we deem, in our sole discretion, such data to be in violation of this Agreement and/or any rule or policy of ours and/or any local, state, or federal law or regulation.

C. You are responsible for any breach of your obligations under this Agreement and for the consequences (including any loss or damage which we may suffer) of any such breach.

D. We cannot always foresee or anticipate technical or other difficulties which may result in failure to obtain data or loss of data, personalization settings, or other interruptions. We cannot assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, communications or settings.

E. Your mobile carrier's normal messaging, data and other rates and fees will apply to all communications we send to your mobile device and to your access of the Service via your mobile device. Your carrier may prohibit or restrict certain capabilities of the Service, and certain capabilities of the Service may be incompatible with your carrier or mobile device. You should check with your carrier to find out what plans are available and how much they cost. Wireless service is not available in all areas. Not all handsets are supported.

2. Restrictions on Use of the Service.

You represent, warrant, and agree that you will not:

- (i) use the Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement and/or any and all applicable local, state and federal laws and regulations and international treaties;
- (ii) use the Service for the distribution, housing, processing, propagation, storage, or otherwise handling in any way abusive, defamatory, harassing, libelous, lewd, libelous, obscene, pornographic, threatening, or tortuous material, or any false or misleading material, or any other material (including

links to such material) that we deem, in our sole discretion, to be objectionable whether or not such material is unlawful;

- (iii) permit or otherwise enable unauthorized users to access and/or use the password-protected portions of the Service;
- (iv) use the Service to export data in violation of applicable U.S. laws or regulations;
- (v) sell, copy, duplicate, rent, lease, loan, distribute, transfer, or sublicense the Service, or otherwise permit any third party to use or have access to the Service for any purpose (except as expressly permitted by us in writing) or decompile, reverse engineer, disassemble, modify, create a derivative work of, display in human readable form, attempt to discover any source code, or otherwise use any software that enables or comprises any part of the Service;
- (vi) remove any copyright, trademark, patent or other proprietary notices from the Service;
- (vii) distribute, publish, exhibit, or otherwise use the Service, in any manner and for any purpose not expressly permitted under this Agreement;
- (viii) frame or utilize framing techniques to enclose the Service, or any portion thereof;
- (ix) exploit the Service or collect any data incorporated in the Service in any automated manner through the use of bots, metaspiders, crawlers or any other automated means;
- (x) register as a user of the Service by providing false, inaccurate, or misleading information including but not limited to impersonating another by name or email; Specifically to re-sellers and vendors that you will not use this service on behalf of your client, or permit any staff or employee to do the same, and warrant that you will instruct clients to upload reports themselves.
- (xi) use the Service to impersonate any person or entity, including, but not limited to, an employee of ours, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (xii) collect personal data about other users of the Service for commercial or any other purposes;
- (xiii) submit or post irrelevant Content (as defined in Section 7 below), repeatedly submit or post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure;
- (xiv) attempt to gain unauthorized access to our computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Service (or the servers and networks which are connected to the Service);
- (xv) make available Content that constitutes or contains "affiliate marketing," "link referral code," "junk mail," "spam," "chain letters," "pyramid schemes," or unsolicited commercial advertisement, except to the extent such Content is provided to you by us or one of our affiliates for a purpose specifically authorized by us in writing; or
- (xvi) create or attempt to create multiple user accounts on the Service.

3. Provision of the Service by Us.

We are constantly improving the Service in order to provide the best possible experience for our users. You acknowledge and agree that the form and nature of the Service which we provide may change from time to time without prior notice to you. Any new features that augment or enhance the current Service shall be subject to this Agreement.

4. Access to the Service; Reservation of Rights.

A. Provided that you comply at all times with the terms of this Agreement, we hereby give you a personal, worldwide, revocable, non-assignable and non-exclusive right to access and use the Service to the extent we make it available to you in the manner and for the purposes expressly permitted by the Agreement. You may not assign (or grant a sub-license of) your rights to use the Service, grant a security interest in or over your rights to use the Service, or otherwise transfer any part of your rights to use the Service and any such attempt shall be null and void at the time of such attempt.

B. We reserve all right, title and interest in and to the Service not expressly granted to you under this Agreement. There are no implied licenses under this Agreement.

5. Your Password and Account Security.

You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Service. Accordingly, you agree that you will be responsible to us for all activities that occur under your account. If you become aware of any unauthorized use of your password or of your account, you agree to notify us immediately by using the "Contact Us" feature on the Website.

6. Content in the Service; Citations.

A. You understand that all information (such as data files, location information, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Service are the sole responsibility of the person from which such content originated. All such information is referred to as "Content". Certain Content is made available only to persons that have subscribed to receive access thereto by entering into a separate Subscription Agreement with TransactionContractor.com.

B. You acknowledge that Content presented to you as part of the Service may be protected by intellectual property rights which are owned by third parties, such as the persons and/or entities that provide that Content to us (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by us or by the owners of that Content, in writing.

C. With respect to Content comprised solely of TransactionContractor.com's original Content, if you include an Appropriate Citation (as defined below), then you may reproduce no more than one graphic or slide or chart and no more than one paragraph of text (or three non-contiguous sentences) in any one article or report you create (if you are a member of the Press) or any one internal presentation,

without our prior written approval. An "Appropriate Citation" is a reasonably prominent citation to Content that is clearly sourced to "Transaction Contractor, Incorporated" and includes the date (year) that such Content was originally published and identifies all third party sources of all underlying data used by TransactionContractor.com to generate such Content.

D. We reserve the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content.

E. You understand that by using the Service you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Service at your own risk.

F. You agree that you are responsible for (and that we have no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Service and for the consequences of your actions (including any loss or damage which we may suffer) by doing so.

7. Intellectual Property.

A. You acknowledge and agree that we (or our licensors) own all legal right, title and interest in and to the Service, including any intellectual property rights which subsist in the Service (whether those rights happen to be registered or not, and wherever in the world those rights may exist) including, without limitation, all rights with respect to copyrights, patents, trademarks, service marks, moral rights, trade names, domain names, technology, mask works, know-how, design rights, trade dress, trade secrets, inventions, ideas, processes, formulas, source code and object code, data, and similar rights including the information in any application, registration, or renewal thereof that may be protected under the intellectual property laws, regulations, or rules of any country. Without limiting the foregoing, all data, graphics, icons, images, logos, text, and the compilation of all content therein, and all service marks, trademarks, trade names, and trade dress depicted on the Service are owned by us (or our licensors).

B. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to Content or contained within the Service.

C. You agree that in using the Service, you will not use any trademark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

8. Rights you grant to us.

A. By submitting, posting or displaying Content on or through the Service, you give us a worldwide, perpetual, fully-sublicensable, irrevocable, royalty-free, and non-exclusive license to reproduce, adapt,

modify, translate, publish, publicly perform, publicly display, distribute and otherwise exploit such Content in any manner or media whatsoever, now known or hereafter developed.

B. You agree that we may use your feedback, suggestions, or ideas in any way, including in future modifications of the Service, other products or services, advertising or marketing materials. You grant us a perpetual, worldwide, fully transferable, sublicensable, irrevocable, fully-paid up, royalty free license to use the feedback you provide to us in any way.

C. You agree that we are not responsible for protecting and enforcing any intellectual property rights granted by you to us in connection with this Agreement and that we have no obligation to do so on your behalf.

D. In connection with Content you submit, post or display via the Service, you affirm, represent, and warrant that: you own or have the necessary licenses, rights, consents, and permissions to use and authorize us to use such Content in the manner contemplated by the Service and this Agreement. You further agree that you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have written permission from their rightful owner to post the material and to grant us all of the license rights granted herein.

E. You understand that we may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as we deem necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit us to take these actions.

G. You represent and warrant to us that you have all the rights, capacity, power and authority necessary to grant the above licenses.

9. Copyright Agent.

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe that your work has been copied and posted on the Service in a way that constitutes copyright infringement, please provide us with the following information: an electronic or physical signature of the copyright owner or of the person authorized to act on behalf of the owner of the copyright interest; a description of the copyrighted work that you claim has been infringed; a description of where the material that you claim is infringing is located on the Service; your address, telephone number, and e-mail address; a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf. Any notification by a copyright owner or a person

authorized to act on such copyright owner's behalf that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon us actual knowledge of facts or circumstances from which infringing material or acts are evident.

You should note that there can be penalties for false claims under the DMCA.

10. Changes to Agreement.

We reserve the right to change, amend and/or modify this Agreement, in whole or in part, at any time, and when we do so, we will provide you with reasonable notice that a change, amendment or modification has been made. You agree that reasonable notice includes, by way of example, a reasonably prominent posting on the Website or the sending of an e-mail to you, indicating that this Agreement has been changed. You hereby acknowledge and agree that such changes, amendments and/or modifications will become effective when posted on the Service or as otherwise provided by us. From time to time, we may post on the Service or otherwise notify you of additional or different rules and policies relating to the Service. These rules and policies shall thereafter be part of this Agreement. If you use the Service after the posting or other notice of changes in this Agreement or changed rules or policies, you are agreeing to follow and be bound by them for such use.

11. NO WARRANTIES.

THE SERVICE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND. OUR PRICING REPORTS ARE CATEGORICALLY NOT A "BID FOR REPAIRS" AND SHOULD NOT BE INTERPRETED AS SUCH. WE ARE NOT LICENSED BY ANY STATE BOARD, AND MAKE NO OFFER TO COMPLETE ANY REPAIRS LISTED IN OUR REPORTS. TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, QUALITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THE ACCURACY, RELIABILITY OR COMPLETENESS OF ANY INFORMATION PROVIDED BY US IN CONNECTION WITH YOUR USE OF THE SERVICE, OR THAT THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY DATA, FILES, AND/OR OTHER INFORMATION STORED ON A SERVER OWNED OR UNDER OUR CONTROL OR IN ANY WAY CONNECTED WITH THE SERVICE, WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE, UNINTERRUPTED, ERROR- FREE, VIRUS-FREE OR SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN DISCLAIMERS OR LIMITATIONS OF WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. ANY MATERIAL OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR

COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA OR PRIVACY THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL OR INFORMATION. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

12. DISCLAIMER OF LIABILITY.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE, OUR AFFILIATES, DIRECTORS, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS OR THIRD PARTY LICENSORS, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR THE

SERVICE PROVIDED HEREUNDER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, RECKLESSNESS, PROFESSIONAL NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS OR LEGAL THEORY. SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER OR NOT THE DAMAGES ARISE DIRECTLY OR INDIRECTLY FROM: (i) THE USE OR MISUSE OF, OR RELIANCE UPON, THE SERVICE PROVIDED HEREUNDER; (ii) THE INABILITY TO USE THE SERVICE FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR ANY FAILURE OF PERFORMANCE NOT LIMITED TO ACTS OF GOD, COMMUNICATION FAILURE, THEFT, OR DESTRUCTION; (iii) THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SERVICE; OR (iv) THE DELETION AND/OR CORRUPTION OF ANY DATA, INFORMATION, DOCUMENTS, FILES AND/OR ANY OTHER MATERIALS STORED ON A SERVER OWNED OR UNDER OUR CONTROL OR IN ANY WAY CONNECTED TO THE SERVICE. SUCH LIMITATION ON LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

13. Release and Indemnification.

You agree to release, indemnify and hold harmless us, our affiliates, directors, members, officers, employees, agents and third party licensors, from and against any and all liabilities, losses, damages, claims and expenses, including attorneys' fees, with respect to (i) your use or misuse of, or reliance upon, the Service or any Content, (ii) your violation of this Agreement or rights of another, and/or (iii) any Content you make available through the Service. For the avoidance of doubt, this section shall survive the termination of this Agreement.

14. California Waiver.

If you are a California resident, you waive California Civil Code 1542, which says:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

15. Term and Termination.

This Agreement is effective until terminated by us or you. We shall have the right to terminate this Agreement including, without limitation, your right to access and use the Service, at any time in our sole discretion and without advance notice to you. The licenses granted herein by us shall automatically terminate without advance notice if you fail to comply with any material provision of this Agreement. You may terminate this Agreement at any time by deleting all copies of the App in your possession or control, if any, and discontinuing use of any and all parts of the Service. Upon termination of this Agreement for any reason, you shall immediately cease using the Service. Removal of the App or discontinuing use of the Service does not relieve you of your prior liabilities and continuing obligations under this Agreement, as applicable.

16. Governing Law and Venue for Disputes.

This Agreement, and your relationship with us under this Agreement, shall be governed by the laws of the State of Texas without regard to its conflict or choice of laws provisions. Any dispute with us, or our officers, directors, employees, agents or affiliates, arising under or in relation to this Agreement shall be resolved exclusively through the federal or state courts located in Travis County, Texas (and courts with appellate jurisdiction therefrom), except with respect to imminent harm requiring temporary or preliminary injunctive relief in which case we may seek such relief in any court with jurisdiction over the parties. You understand that, in return for agreement to this provision and the disclaimer of liability and disclaimer of warranties herein, we are able to offer the Service at the terms designated, and that your assent to this provision is an indispensable consideration to this Agreement. 18. Severability.

If any provision in this Agreement is invalid or unenforceable or contrary to applicable law, such provision shall be construed, limited, or altered, as necessary, to eliminate the invalidity or unenforceability or the conflict with applicable law, and all other provisions of this Agreement shall remain in effect.

19. No Assignment, Sublicense or Transfer.

You may not assign, sublicense, or transfer this Agreement or any rights or obligations hereunder without our prior written consent. Any such attempted assignment, sublicense, or transfer will be null and void and we, in our sole discretion, shall have the right to immediately terminate this Agreement.

20. Communications by us.

You agree that we may communicate with you electronically. Such electronic communications may consist of e-mail, notices posted on the Service, and other communications. You agree that all agreements, notices, disclosures, and other communications we send to you electronically will satisfy any requirement that such communication be in writing and, to the extent intended, such communication will be an enforceable and binding term or amendment to this Agreement.

21. Entire Agreement.

This Agreement sets forth the entire understanding and agreement between the parties relating to its subject matter, except with respect to subscribers that have subscribed for access to certain Content on the Service, for whom a Subscription Agreement shall also apply. All provisions that should by their nature survive the termination of this Agreement shall survive the expiration of this Agreement. Any waiver of or promise not to enforce any right under this Agreement shall not be enforceable unless evidenced by a writing signed by the party making said waiver or promise. NO VENDOR, DISTRIBUTOR, DEALER, RETAILER, AGENT, SALES PERSON, OR OTHER PERSON IS AUTHORIZED BY US TO MODIFY THIS AGREEMENT OR TO MAKE ANY WARRANTY, REPRESENTATION, OR PROMISE THAT IS DIFFERENT THAN OR IN ADDITION TO THE WARRANTIES, REPRESENTATIONS, OR PROMISES EXPRESSLY SET FORTH IN THIS AGREEMENT.