



# CONSTA SOFTWARE TERMS OF USE

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**Effective Date:** 02/27/2024

**Last Updated:** 02/27/2024

## 1. AGREEMENT TO TERMS.

The Terms of Use Agreement ("Agreement"), established on the effective date and most recently revised on the date above, governs the relationship between you ("user," "you," or "your") and:

### a. The Company

Website URL: <https://consta.app/>

Company Name: CONSTA INC

Doing Business As (DBA): CONSTA

Street Address: 254 CHAPMAN RD STE

City / State: NEWARK DE

Zip Code: 19702

The aforementioned owner encompasses its affiliated companies, websites, applications, software, and tools (referred to as the "Company," "we," "us," or "our"). Through this Agreement, it delineates the rights and responsibilities shared by you and all users. This agreement applies to any other media form, channel, mobile website, or application associated with or linked to the primary website (collectively referred to as the "website"). Its purpose is to govern the use of any content, software, or tools provided on the website ("services").

## 2. PAYMENTS.

All or some of the services provided by the Company on the website are subject to payment based on the following terms:

- a. **Forms of Payment.** We acknowledge payments through the available methods at the point of purchase or upon balance settlement. The provider and payment method are dictated by your location, device, and the item purchased. We retain the right to decline payment at our discretion, without prior notice or explanation, for any cause.
- b. **Subscriptions.** If any of our services are exclusively accessible through a paid subscription, you'll be charged in advance and on a recurring basis (like daily, weekly, monthly, yearly, or as otherwise agreed) at the end of each billing cycle. Unless canceled, each payment will automatically renew your subscription under the same terms.
  - i. **Cancellation.** You have the right to terminate your subscription at any time, adhering to the terms outlined in this Agreement. However, cancelling your subscription does not warrant a refund for any previous payments made.
  - ii. **Fee Changes.** If any changes are made to the subscription amount, you will receive notice at least one (1) billing cycle before the change



becomes effective. Notification will be sent via email to your registered account or profile.

- iii. **Free Trials.** Any complimentary trial, sample, or truncated editions of our services provided are deemed for single-use only upon the registration of a user's email. Users are expressly forbidden from generating and registering multiple emails solely to avail themselves of additional free trials on the website.
- c. **Currency.** Payments will be accepted on the website in the currency determined by your location and in adherence to local regulations.
- d. **Refund Policy.** Unless mandated by law, the company does not typically offer refunds for user payments. Requests for refunds are evaluated individually, and if approved, are granted solely at the discretion of the company.
- e. **In-App Purchases.** If the website extends its services through an Android, iOS, or other mobile application ("mobile app"), this Agreement extends to payments made via the mobile app. Furthermore, payments made through the mobile app must comply with the terms set forth by the mobile app platform or "store."

### 3. ACCESS.

Your access to and utilization of the website and its services are subject to your acceptance and adherence to this Agreement, applicable to all website visitors. Should you disagree with any terms outlined in this Agreement, you are prohibited from accessing the website or its services.

Furthermore, your access to and utilization of the services are contingent upon your acceptance and compliance with our privacy policy. This policy delineates our practices concerning the collection, use, and disclosure of your personal information upon your initiation of website usage. It is advised to review our privacy policy before accessing the website or its services to understand your privacy rights and protections under relevant laws.

#### a. Minors (under the age of 18).

If any user is under the legal age in their place of residence, they must seek permission from a parent or guardian before using the website. By accessing the website, it is understood that the parent or guardian of a minor has reviewed and agreed to this Agreement, authorizing the minor's use of the website.

#### b. Children (under the age of 13).

If a user is under the age of thirteen (13) and resides in the United States, it is assumed that they have obtained parental consent to access and use the website, as required by the Children's Online Privacy Protection Act (15 U.S. Code § 6502).



We do not guarantee that the content of the website is appropriate or suitable for you or any visitor. The information provided on the website is not intended for distribution or use in any jurisdiction where such use is prohibited by law. Accessing or using the website in such jurisdictions is at your own risk, and you are solely responsible for ensuring compliance with applicable laws.

Any additional terms or documents posted on the website after the effective date of this Agreement are deemed to be incorporated into this Agreement.

#### **4. PROHIBITED ACTIVITIES.**

As a user of our services, whether on the website or mobile app, you are not permitted to engage in the following activities:

- Systematically retrieve data or other content from the website or services to create or compile, directly or indirectly, a collection, compilation, database, or directory without our prior written consent.
- Attempt to trick, defraud, or mislead other users or us, especially in any attempt to obtain sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the website or services, including those that restrict the copying of content or protected marks.
- Disparage, tarnish, or otherwise harm the company, website, mobile app, or any other platforms where the services are offered.
- Use any information obtained from the website or the service to harass, abuse, or harm another person or group of people.
- Make improper use of our support services, specifically our customer service representatives, or make false reports of abuse or misconduct.
- Use the website or services in a manner that is inconsistent with its intended use or against any applicable laws.
- Engage in spamming, linking, or referring to other websites for commercial or other purposes.
- Upload or transmit viruses, trojan horses, or other damaging or improper material, including spamming or continuously posting repetitive text that has the potential to interfere with another user's experience.
- Attempt any unauthorized automated use of the website, such as using scripts to send comments and messages or using mining tools to gather data.
- Delete copyrights, trademarks, disclaimers, or any other marks from the website or its content.
- Impersonate another user or person in any manner.
- Upload or transmit any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats ("gifs"), web bugs, cookies, or other similar devices.
- Interfere with, disrupt, or create an undue burden on the website, services, networks, or other connections.
- Harass, annoy, intimidate, or threaten any other users, employees, agents, contractors, or individuals affiliated with the company.



- Disable or attempt to disable restrictions implemented by the website that prohibit access to certain areas.
- Copy or adapt the software of the website.
- Decipher, decompile, disassemble, or reverse engineer any software on the website.
- Use any automated system to access the website or services without authorization.
- Use a buying or purchasing agent to make purchases on the website.
- Make any unauthorized use of the website or services, such as collecting user information to send unsolicited emails or create user accounts under false pretenses.
- Use the website or services for any revenue-generating endeavor, commercial purpose, or personal benefit.
- Advertise or offer to sell goods or services on the website.
- Sell your user profile or account on the website.

## **5. USER-GENERATED ACCOUNT.**

Our website or services may offer various functionalities such as chatting, posting (public or private), or other communication tools, allowing you to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials (referred to as "content"). This content may be visible to other users or the public. Therefore, any content you transmit may be treated as non-confidential and non-proprietary. By creating or sharing content on the website, you agree that:

- The distribution, transmission, public display, or performance of your content, making it accessible for accessing, downloading, or copying, does not violate your or its proprietary rights, including copyrights, trademarks, patents, trade secrets, confidential information, or moral rights of third parties.
- You own or have the necessary licenses, rights, consent, releases, and permissions to use and authorize us and other users of the website to use your content.
- You have obtained written consent, release, or permission from each identifiable individual in your content to use their name or likeness.
- Your content is truthful, accurate, and not misleading to other users, the website, or any third party.
- Your content is not unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- Your content is not obscene, lewd, lascivious, violent, harassing, libelous, defamatory, or otherwise objectionable.
- Your content does not ridicule, mock, disparage, intimidate, or verbally abuse other users or us.
- Your content does not harass or threaten any user or individual or promote violence against any person or group.
- Your content complies with all applicable laws and regulations.
- Your content respects privacy concerns and publicity rights of third parties.
- Your content does not contain offensive comments related to race, national origin, gender, relationship status, familial status, religion, sexual preference, or physical handicap.



- Your content does not link to material that violates any provisions of this section or this Agreement.

By posting your content on our website, you grant us the right and license to use, modify, publicly perform, display, reproduce, and distribute such content. You retain all rights to your content and are responsible for protecting those rights. This license allows us to make your content available to other users of the website, third parties, and the public, with or without your consent.

## **6. GUIDELINES FOR REVIEWS.**

We may offer you the opportunity, either through the website or via a third party, to provide reviews or ratings for the services provided. When submitting such reviews or ratings, you agree to the following:

- You must have firsthand experience with the person or entity being reviewed.
- Reviews or ratings must not contain any offensive, abusive, racist, or profanity-laden language.
- References related to religion, race, gender, national origin, age, marital status, sexual orientation, or disability are prohibited.
- Reviews or ratings should not include references to illegal activity.
- Negative reviews should not be posted as part of a scheme in collaboration with a competitor of ours.
- You are prohibited from making suggestions or drawing conclusions regarding the legality of our services, products, or conduct.
- False or misleading comments about your experience with the website or our company are not allowed.
- Organizing a campaign encouraging others to post reviews, whether positive or negative, is strictly prohibited.

We reserve the right to accept, reject, or remove reviews at our sole discretion. It is our responsibility to screen reviews to ensure the accuracy and verifiability of any postings related to the website and its services. Reviews posted by you or other users do not necessarily reflect our opinions or statements about the services, nor those of our affiliates or partners. We disclaim any liability, claims, or losses resulting from any reviews posted on the website. By submitting a review, you grant us a perpetual, nonexclusive, worldwide, commercial, royalty-free, and assignable license (including sublicensing rights) to reproduce, modify, translate, transmit, display, perform, and/or distribute all content related to such reviews.

## **7. MOBILE APPLICATION LICENSE.**

If a proprietary mobile application is offered in connection to the services offered on the website (“mobile app”), the following will apply:



- a. **Use License.** You are granted a limited, revocable, non-exclusive, non-transferable license to install and use the mobile app solely for accessing the website and its services. Under this license, you agree not to:
- Decompile, reverse engineer, disassemble, attempt to derive source code, or decrypt any part of the mobile app, except as permitted by applicable law;
  - Make any modifications, adaptations, improvements, enhancements, translations, or derivative works from the mobile app;
  - Violate any applicable laws or regulations in connection with your use or access to the mobile app;
  - Remove, alter, or obscure any proprietary notice posted by us or the licensors of the mobile app;
  - Use the mobile app for any commercial purposes or activities not intended by its design;
  - Allow the mobile app to be accessed or used by multiple devices or users simultaneously;
  - Create products, services, or software directly or indirectly competitive with the mobile app;
  - Send automated queries to any other website or application for unsolicited use, commercial or non-commercial; and
  - Use any proprietary information provided by or through the mobile app for designing, developing, licensing, or distributing any other applications, accessories, or devices.
- b. **Apple and Android Devices.** When using the mobile app on an Apple or Android device:
- The license is limited to a non-transferable license on a device that utilizes either mobile platform, subject to the platform's terms of service;
  - We are responsible for providing maintenance and support services for the mobile app regarding updates made by the platform and its day-to-day use;
  - Refund requests for purchases made on the mobile app must be requested through the platform's refund policy, as we cannot assist with refund requests made on the website;
  - If the company or mobile app's jurisdiction or governing law is in the United States, you must comply with certain conditions, including not being located in a country subject to a U.S. government embargo or listed on any U.S. government list of prohibited or restricted parties;
  - You must comply with applicable third-party agreements related to your wireless plan, network connection, or any other data service or device agreement; and
  - You acknowledge that the mobile platforms used are third-party beneficiaries to this Agreement and have the right to enforce their terms and conditions regarding your access and activities.

## 8. COPYRIGHT POLICY.



### **a. Intellectual Property Infringement.**

We are committed to upholding the intellectual property rights of others. As part of this commitment, we have established a policy to promptly address any claims of trademark, copyright, or other intellectual property infringement.

If you believe that your protected intellectual property is being used without authorization, please notify us through the contact details provided herein. Your notice should include a thorough description of the alleged infringement.

In the event that a request is submitted and it is determined that you are not the rightful owner of the intellectual property or lack the authority to act on the owner's behalf, you may be held liable for damages, including any associated legal fees resulting from such misrepresentation.

### **b. DMCA Notice and DMCA Procedure for Copyright Infringement Claims.**

You can issue a notification in accordance with the Digital Millennium Copyright Act (DMCA) by providing our company with the following written information (refer to 17 U.S.C 512(c)(3) for more details):

- An electronic or physical signature of the copyright owner or an authorized representative acting on behalf of the owner of the copyrighted work;
- A description of the copyrighted work that you allege has been infringed, including the URL(s) where the copyrighted work is located or a copy of the copyrighted work;
- Your contact information, including your name, address, telephone number, and email address;
- A statement affirming that the use of the copyrighted material is not authorized and that the request to remove the copyrighted work is made in good faith; and
- A statement made by you, including the phrase “under penalty of perjury,” confirming the accuracy of the information provided in the infringement removal notice.

Upon receiving a notification of copyright infringement, we will take necessary actions to remove the copyrighted content from the website or services.

## **9. INTELLECTUAL PROPERTY.**

Unless otherwise specified, all source code, databases, functionalities, software, graphic designs, and media of any nature (e.g., audio, video, text, photos, etc.), as well as content, trademarks, service marks, logos, and copyrights, constitute intellectual property ("intellectual property"). This intellectual property is owned by us and is protected by local, state, national, and international laws, and will be vigorously defended.





No copying, reproduction, aggregation, republication, uploading, posting, public display, encoding, translation, transmission, distribution, sale, licensing, or other exploitation of intellectual property for commercial purposes is permitted without our explicit prior written consent.

## **10. USER OBLIGATIONS.**

As a user of the website or any of its services, you agree to the following terms:

- You must provide accurate and complete information for registration, if required.
- You agree to promptly update any changes to your account information.
- You affirm that you have the legal capacity to understand, agree with, and adhere to this Agreement.
- You confirm that you are not considered a minor in your jurisdiction.
- You will not use bots, scripts, or any other means to access the website or its services in any way other than intended.
- You will use the website and its services only in an authorized and lawful manner as outlined in this Agreement.

If any of the information you provide is found to be inaccurate, outdated, or incomplete, we reserve the right to terminate your access to the website or account, as well as any future intended use.

## **11. USER ACCOUNTS.**

If our website offers the option to create a user account, you are responsible for safeguarding all associated information, including account data, linked emails, passwords, and any other personal details. Should you become aware of any breach or unauthorized access to your account, please inform us promptly. Additionally, you agree not to share your password with any third party, except for secure services utilized to manage passwords on your behalf.

If you choose to create a username when registering an account, it must be suitable for public display and must not infringe upon any trademarks, copyrights, or other protected names or marks.

## **12. SOCIAL MEDIA.**

As part of the website's features, you may have the option to link and associate a social media profile with your account for sharing information, logging in, or for other purposes consistent with this Agreement and the social media company's terms of use ("social media profile").

By connecting a social media profile to the website, you understand and acknowledge that you may need to provide login details or grant access. This action falls within the scope of the social media profile's terms of use, and you agree that:



- We may access, display, and store (if applicable) any content you have shared and stored in your social media profile, making it accessible through the website via your account, including contacts.
- We may exchange data, which may include personal information, with your social media profile once it is connected to the website.
- You have the option to disconnect the website from your social media profile at any time.
- Your relationship with your social media profile is governed solely by its terms of use, and this Agreement does not alter your rights and obligations unless otherwise specified.

In accordance with typical social media terms of use, we do not actively review content generated through the connection of a social media profile unless prompted by other users, third parties, or events triggering an account review.

### **13. SUBMISSIONS.**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the website ("submissions") provided by you are considered public and non-confidential unless stated otherwise. Once posted on the website, your submissions become our exclusive property, along with all intellectual property rights, which we may utilize for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

By submitting your content, you agree to relinquish any rights to such submissions and acknowledge their transfer to us. Furthermore, you agree that once your submissions are posted, no recourse is available. Therefore, you may not delete submissions to repurpose them on another platform for your own benefit or attempt to reclaim their rights.

### **14. THIRD (3RD) PARTY WEBSITE AND CONTENT.**

Our website or services might feature links to third-party websites or services not under our ownership or control. Hence, we disclaim any responsibility for the content, privacy policies, terms of use, practices, services, experiences, activities, or any other actions by third parties. By acknowledging that you may be redirected to such third-party websites, you absolve us of liability for any consequences arising from your interactions with those websites. This includes, but is not limited to, damages, losses, or any other claims.

### **15. ADVERTISING.**

If we host, display, recommend, or link to websites or services in exchange for a fee ("advertisements"), it's important to note that these websites and services are often unknown to us and are provided through advertisement networks based on user data. We neither own nor control these advertisements and assume no responsibility for their content, privacy policies, terms of use, practices, services, experiences, activities, or other actions. Our sole connection to these advertisements is the payment per display, clicks, or any additional monetary benefit as outlined in their terms and conditions or affiliate terms.



Any advertisements used are subject to the policies of the Digital Millennium Copyright Act ("DMCA"). There will be no refund or compensation related to a DMCA takedown of these advertisements. Our involvement with advertisers is limited to providing space for the placement of such advertisements.

## **16. SITE MANAGEMENT.**

In order to ensure the optimal experience for all users of our website and services, we reserve the right, at our sole discretion, to:

- Monitor our website, services, and any other content to identify violations of this Agreement by users;
- Take appropriate actions against users, including legal recourse, against those who violate this Agreement or attempt to defraud or harm other users;
- Refuse, restrict, limit, disable, or remove any and all files and Content that, due to excessive size or other properties, may burden our systems or other users;
- Otherwise manage our website and services to safeguard our rights and property, and to promote the efficient operation of said websites and services.

## **17. PRIVACY POLICY.**

Your access to and utilization of our website or services is subject to your acknowledgment of our privacy policy. Our privacy policy outlines our protocols and practices regarding the collection, utilization, and disclosure of your personal information, elucidating your privacy entitlements and the legal safeguards for such data. It is advisable for all users to peruse this document to acquaint themselves with their rights.

We retain the prerogative to preserve specific data that you have transmitted through the website or any of our services. You bear sole responsibility for the data you transmit and its relevance to any actions you undertake while using the website and its services. Consequently, you consent to absolve us of any liability for loss, breach, or corruption of any data and hereby renounce any right to take legal action against us arising from such occurrences.

## **18. TERMINATION.**

We reserve the right to terminate or suspend your account at our sole discretion including, but not limited to these reasons:

**Violation of Terms of Service:** Any breach of the platform's terms of service, including but not limited to engaging in prohibited activities or content, could result in the termination or suspension of the account.

**Illegal Activities:** Engaging in illegal activities on the platform, such as fraud, harassment, or copyright infringement, may lead to immediate termination or suspension.



**Abusive Behavior:** Any form of abusive behavior towards other users, staff members, or the platform itself, including harassment, threats, or hate speech, may result in the suspension or termination of the account.

**Security Concerns:** If the platform detects suspicious activity, unauthorized access, or potential security breaches associated with the account, it may be suspended or terminated to protect the integrity of the platform and its users.

**Non-Payment:** Failure to pay for services rendered or outstanding fees owed to the platform could result in the suspension or termination of the account until payment is received.

**Repeated Policy Violations:** Persistent violations of the platform's policies or repeated warnings about inappropriate behavior may lead to the termination or suspension of the account.

**Violation of Community Guidelines:** Failure to adhere to the platform's community guidelines, which govern user behavior and interactions, may result in the suspension or termination of the account.

**Misuse of Account:** Any misuse of the account, such as sharing login credentials, impersonation, or attempting to manipulate the platform's algorithms or systems, may lead to suspension or termination.

**Legal Obligations:** Compliance with legal requirements and regulations is essential. If a user's activities violate local, national, or international laws, the account may be suspended or terminated.

**Disruption of Service:** Intentional disruption of the platform's services, including denial-of-service attacks, spamming, or hacking attempts, may result in immediate termination or suspension of the account.

## **19. GOVERNING LAW.**

The laws of the jurisdiction where the company operates, as stated in Section 1(a) of this Agreement, shall apply to this Agreement, encompassing your utilization and access to the website and services. Your interaction with this website, services, and any mobile app may also be regulated by additional local, state, national, and international laws.

## **20. DISPUTE RESOLUTION.**

If you have any dispute concerning the website, its content, or any of the services provided, you must first try to resolve the dispute formally by contacting us.

- a. **Mediation.** If the parties cannot agree on a dispute, it will be referred to mediation for a period of 30 days, with each party committing at least 10 hours,



following the procedures of the United States Arbitration & Mediation. Both parties will share the costs related to mediation equally.

- b. **Arbitration.** If the dispute remains unresolved after the mediation period, it will be subject to binding arbitration in accordance with the laws of the jurisdiction.

We reserve the right to pursue legal action regarding the substance of any dispute in the courts of the country where either you or we reside.

## **21. "AS-IS" DISCLAIMER.**

As a user of the website and any services offered, you acknowledge that they are provided on an "as-is," "where is," and "as available" basis, which may include faults and defects without warranty.

To the fullest extent permitted by applicable law, the company, its affiliates, licensors, and service providers expressly disclaim all warranties, whether express, implied, statutory, or otherwise, regarding the website and any services offered. This includes all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, as well as warranties arising from the course of dealing, course of performance, usage, or trade practice. We do not warrant or represent that the content or any services provided will meet your requirements, achieve intended results, be compatible with other software, applications, systems, devices, or services, operate without interruption, or meet any performance or reliability standards. Additionally, we do not guarantee that the content or services will be error-free or that any defects will be corrected.

Furthermore, neither we nor any of our providers make any express or implied representations or warranties regarding:

- The functioning or accessibility of the website or any services, or the information content, and materials or products included herein;
- The website or any services being continuously available or without glitches;
- The accuracy, dependability, or currency of any information or content provided through the website or services; and
- The website or any services, servers, content, or emails sent on behalf of our company are free of viruses, scripts, trojan horses, worms, malware, time bombs, or any other harmful code.

Some jurisdictions may not allow the exclusion of certain warranties or the limitation of certain statutory rights, so the above exclusions and limitations may not apply to you in whole or in part. However, to the maximum extent permitted by applicable law, the exclusions and limitations outlined in this section will apply.

## **22. INDEMNIFICATION.**

You agree to protect, indemnify, and absolve us, along with our subsidiaries, agents, affiliates, as well as our officers, agents, partners, and employees, from and against any



losses, damages, liabilities, claims, or demands, including reasonable legal fees and expenses, brought forth by any third party due to or stemming from the following:

- Our content;
- Use of the website or any of our services;
- Inability to use the website or any of our services;
- Any breach of this Agreement;
- Any breach of representations and warranties outlined in this Agreement;
- Any infringement of the rights of a third party, including but not limited to intellectual property rights; and
- Any overt harmful actions toward any other user of the website or its services.

However, we retain the right, at your expense, to assume the exclusive defense and control of any matter for which you are obligated to indemnify us. You agree to cooperate, at your expense, with our defense of such claims. We commit to making reasonable efforts to notify you of any such claim, action, or proceeding subject to this indemnification upon becoming aware of it..

### **23. NOTICES.**

Unless explicitly specified otherwise, all notices addressed to us should be directed to the email provided in Section 1 of this Agreement. Any communications sent to you concerning matters outlined in this Agreement will be forwarded to the email associated with any registered account on the website.

In the event that notice needs to be sent via regular mail for legal or other essential purposes, the mailing address indicated in Section 1 of this Agreement shall be utilized.

### **24. ELECTRONIC MEANS.**

By accessing the website or utilizing any of its services, including but not limited to sending emails, completing online forms, using e-signatures, or engaging in any form of electronic communication, you acknowledge and agree that all agreements, notices, disclosures, and other communications provided to you in such manner meet any legal requirements for written communication. You hereby acknowledge that electronic communication is deemed equivalent to physical documentation. Additionally, you waive any rights or obligations under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction that necessitate an original signature or the retention of non-electronic records.

### **25. CALIFORNIA USERS.**

If any issue with our services remains unresolved to your satisfaction, you have the option to reach out to the Complaint Assistance Unit within the Division of Consumer Services at the California Department of Consumer Affairs using any of the following methods:

**Mail**

1625 North Market Blvd, Suite N 112,



Sacramento, California  
95834

**Telephone**

(800) 952-5210  
(916) 445-1254

**26. EUROPEAN UNION (EU) USERS.**

If you reside, consume, or use our services within the European Union (EU), you are entitled to specific protections regarding the collection of your personal information. Our privacy policy strives to comply with these rules and regulations.

**27. UNITED STATES FEDERAL GOVERNMENT END-USER PROVISIONS.**

If you are a user representing the U.S. federal government, please note that our website and its services are considered a "commercial item" as defined under 48 C.F.R. § 2.101.

**28. MISCELLANEOUS.**

This Agreement, along with any policies or operational guidelines posted by us on the website or through any services, constitutes the complete understanding and agreement between you, as the user, and us, as the company. Our failure to enforce any provision of this Agreement does not waive our right to enforce such provision in the future. This Agreement is governed by the laws of our jurisdiction and provides you, as the user, with the protections afforded by your own jurisdiction. We reserve the right to assign our rights, duties, and obligations under this Agreement to another party at any time. We shall not be liable for any loss, damage, delay, or failure to perform resulting from events beyond our control.

If any provision of this Agreement is deemed unlawful, void, or unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

This Agreement does not create a joint venture, partnership, employment, or agency relationship between you and us, the website, or any of its services. You agree that any interpretation of this Agreement shall not be construed against us solely because we drafted it. By accepting this Agreement, you waive any defenses that may arise from the lack of signature by any party.

If this Agreement is translated into other languages, the English version shall prevail in the event of any dispute.