

Terms of service

1. Preamble

Effective Date: 1 November 2021

IMANENT, s.r.o., ("IMANENT", the "Company" or "We" or "Us") provide websites on the domain www.creatake.com (the "Websites") and CREATAKE software for website design and operation at the URL address: <https://tool.creatake.com/> and related services (together with the Websites referred to as the "Service"). All of this is subject to your compliance with all terms, conditions and notices contained or referenced herein ("Terms of Service" or the "Agreement"). The designed sites will be hosted and operated on your domain or on our domain with a name in the form of (your name).creatake.com.

We have tried to make this Agreement clear and straightforward. If you have suggestions that can help us improve it, or any questions regarding this Agreement, please let us know by e-mail. This Agreement explains our obligations towards you and your obligations towards us. Unless otherwise specified below, this Agreement constitutes the entire agreement between us. By using the Service and the Sites, you undertake and agree to abide by these Terms of Service and any other legal notices, terms and conditions or instructions posted on the Sites.

If you have any questions regarding the Agreement or CREATAKE, please contact us by e-mail at helpdesk@creatake.com.

2. Acknowledgement and Acceptance of the Terms and Conditions

When using the Service, you must follow any posted instructions or rules applicable to the Service, which may contain additional terms and conditions in addition to those stipulated in the Terms of Service. By using the Service or accessing the Sites, you agree to the Terms of Service, the Global Privacy Policy incorporated herein by reference, the EU and Swiss Privacy Policy, and the Template Submission Policy. If you do not agree with them, do not use the Service.

Our Service is integrated and may in the future be integrated with other services on a number of platforms provided by third parties, including e-commerce payment processors (as defined below). Please note that your activities on each of these platforms may be subject to additional platform-specific terms and conditions.

Certain portions of the Service may be subject to additional terms and conditions from time to time; your use of such Service is subject to those additional terms and conditions, which are incorporated into these Terms of Service by this reference.

Prices for the Service are subject to change upon our notice of price change with immediate effect. Notice of price change may be made at any time by posting the changes on www.creatake.com or <https://tool.creatake.com> (for registered users) or in

the Service itself. IMANENT shall not be liable to you or any third party for any modification, price change, suspension or discontinuance of the Service.

3. Eligibility

The service is only available for people aged 15 and over. If you are 15 or older but under the legal age of majority in your jurisdiction of residence, you agree to read through the Terms of Service with your parent or legal guardian to ensure that both you and your parent or legal guardian understand and agree to the Terms of Service. You agree your parent or legal guardian will review and accept the Terms of Service on your behalf. If you are a parent or legal guardian who agrees to the Terms of Service for the benefit of a child aged 15 and older, then you agree and accept full responsibility for the use of the Service by the child, including all financial charges and legal liability that he/she has or may have. We may, at our sole discretion, refuse to offer the Service to any person or entity and change the eligibility criteria for the use of the Service at any time.

Eligibility to access the Service is prohibited and you may not use the Service if the Terms of Service or use of the Service is prohibited or the sale or provision of the Service to the extent of the offer is in violation of applicable laws or regulations.

If you are agreeing to the Terms of Service on behalf of a company or other legal entity, you declare that you have the authority to bind to these Terms of Service the entity, its affiliates, and any users accessing the Service through your account; in such a case the terms "you" or "your" shall refer to the entity, its affiliates, and related users. If you do not have such authorization or if you do not agree with the Terms of Service, you may not accept the Terms of Service and you may not use the Service. You further agree that you assume all responsibility and liability in connection with your use of the Service on behalf of such a company or other legal entity, and you are solely responsible for all disputes, if any, arising out of your use of the Service on behalf of such a company or other legal entity.

4. Account Information

1. Registration

In order to use the Service, you will need to register and create an account (including your full name, a password and e-mail address). A CREATAKE account will provide you with access to the Service and features, which may be expanded, eliminated, modified or cancelled by us from time to time at our sole discretion. We may maintain different types of accounts for different types of users. If you open a CREATAKE account on behalf of a company, organization or other entity, then (a) "you" shall include you and the entity and (b) you declare and warrant that you are an authorized representative of the entity with the authority to bind the entity to the Agreement and that you agree to this Agreement on behalf of the entity. By connecting to CREATAKE using a third-party service (such as Google, Facebook and others) you give us permission to access and use your data from that service as allowed by the service and to store your login data for the service. We reserve the right to return usernames on behalf of

companies or natural persons who have a legal entitlement or a trademark to those user names.

2. Your Responsibility for Your Account.

You shall be responsible for taking all measures to ensure that no unauthorized person has access to your account or password. You must provide accurate and complete information when creating an account. We encourage you to use strong passwords (passwords that use a combination of lower- and upper-case letters, numbers and symbols) for your account. It is your sole responsibility to: (i) control the dissemination and use of your account and password; and (ii) promptly notify us in the case of any need to deactivate your account or password.

We are not liable for any damages related to the theft of your passwords or the disclosure of your passwords. You must notify us immediately of any unauthorized use of your account or password. You shall be solely responsible for any damages resulting from the use of your account and username.

3. How to Control Your Account.

You can control your account and the method of communication with the Service by changing your account settings. By providing your e-mail address, you agree we may use the e-mail address to send you notices regarding the Services, including any notices required by law, in lieu of communications mailed by post. We may also use your e-mail address to send you other messages, such as messages about changes to features of the Service. You may only opt out of these messages if you cancel your account.

5. Our Ownership

With the exception of the User Content (defined below), we own all materials in the Service and the Service itself as well as all intellectual property rights contained therein or related thereto, including text, graphics, user and visual interfaces, photographs, trademarks, logos, sounds, music, artwork, applications, computer codes, and related documentation ("Content"), including, inter alia, the design, structure, layout, and "look and feeling" of the Content, are owned by us or licensed to us and are protected by copyright, trademark, and other intellectual property rights and laws.

Except as expressly specified herein, IMANENT does not grant any explicit or implied license to the intellectual property of IMANENT or its licensors to the user. Except as expressly provided in the Terms of Service, no part of the Service or any Content may be copied, reproduced, sold, republished, transmitted, displayed, retransmitted or otherwise distributed for public or commercial purposes.

Subject to the terms of the Agreement, IMANENT grants you a non-exclusive, revocable license to use the Service as expressly permitted by the features and functionality of the Service and the Terms of Service. IMANENT may terminate this license at any time for any reason or without stating any reason.

6. User Content

Now or in the future, we will allow you to post or publish Content in the Service or upload Content to the Service, including, without limitation, text, images, photos, videos, etc., website templates created and shared by you, blog or forum posts. Any Content posted, published, displayed or otherwise made available in the Service by the user, including any intellectual property rights (defined below) in the Service, is referred to as "User Content".

User Content remains your property. We are under no obligation to store, maintain or provide you with a copy of your User Content. You shall be solely responsible for any of your User Content that may be lost or impossible to retrieve through the use of the Service. It is recommended that you archive your User Content regularly and frequently.

Furthermore, you may, at your discretion or upon our invitation, submit comments, ideas or feedback regarding the Service, including, without limitation, how to improve the Service or our products ("Feedback"). By submitting any Feedback, you agree that the disclosure of your Feedback is for no consideration, unsolicited and without restriction and without implying any obligation for IMANENT, and that We may use the Feedback without any compensation and/or publish the Feedback in a non-confidential manner. Furthermore, you acknowledge that by accepting your submission, IMANENT does not waive any rights to use similar or related Feedback previously known to IMANENT or developed by its employees or obtained from sources other than you. In addition, you acknowledge that all e-mail and other correspondence sent to us by you becomes our exclusive property.

For purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyrights, moral rights, advertising rights, trademarks, merch clothing rights and service mark rights, goodwill, trade secret rights, and other intellectual property rights as they may exist now or in future, and thus all their applications and registrations, renewals and extensions thereof under the laws of any state, country, territory or other jurisdiction.

All the User Content posted by you in the Service is your property. You grant us a non-exclusive, charge-free, permanent, transferable, sublicensable, worldwide license to use, modify, reproduce, display and distribute your User Content in the Service for the purpose of operating and providing the Service to you and other users ("User Content License"). You acknowledge and agree that the Service is a public platform and other users may search for, view, use or repost any User Content made publicly available by you through the Service.

7. Rules

Your Obligations to End Users

1. Roles

IMANENT is a "service provider" to you, and you are a "customer" of our Services, regardless of whether you use a paid Service or use it for free. All persons who use the websites, features or content created by you in the Service are considered to be your "End Users". IMANENT does not have a direct relationship with any of your End Users, so IMANENT shall not be responsible for how you handle End Users' information.

2. Applicable Laws

You may have additional obligations under local laws that are not stated in the Terms of Service, in particular if you or your End Users reside outside of the Slovak Republic. Such obligations may be more strict than the Terms of Service. Your use of the Services does not ensure compliance with the laws, and IMANENT shall not be responsible for your compliance with these laws.

3. Security Warranties.

You shall be obliged to use all reasonable efforts to protect the information collected from the End Users through your use of the Services, including any personal data obtained through unauthorized access or use. In the event that you become aware that information about an End User collected by you has been misused or inadvertently exposed to unauthorized third parties, you shall promptly notify IMANENT of such breach or finding, including the primary cause, corrective measures and correction of the control measures to ensure that such a breach does not occur in the future.

4. Security Notification.

You are responsible for providing notifications to your End Users, third parties or authorities pursuant to applicable laws governing the obligation to disclose such breach and any other applicable data protection laws. You acknowledge that you are solely responsible for any personal injury or property damage that occurs in connection with your use of the Services.

5. Personal Data Protection.

You acknowledge and agree that you are solely responsible for providing all required notifications to and obtaining all required consents from the End Users in connection with any use of the Services. Your notice and consent must comply with all applicable data protection and security laws and regulations. Without limiting the foregoing, before collecting or using any information about the End User, you must provide an adequate notice of the information about the End User you are collecting, how it will be used and/or shared, and obtain the necessary consents required by applicable data protection laws. You agree to comply with all data protection laws and regulations (including those relating to personal data) in connection with your access to and use of the Services.

6. You shall comply with data protection rules when you use the Services, which: (i) comply with all applicable laws, rules and regulations, (ii) are clearly displayed to all End Users, and (iii) clearly and accurately describe to End Users what

information you collect (such as login information, contact form data, cookies, etc.) and how you use and share it (including for marketing and advertising purposes) with IMANENT and other third parties.

7. Privacy Rights.

You will respond appropriately to any End Users who wish to exercise their privacy rights under applicable law as they relate to any information collected through your use of the Services. You are directly responsible for the information processed through your use of the Services, including any information processed through third party applications available in the Services. IMANENT is not the data controller in relation to such information and is not responsible for responding to End Users on your behalf. To the extent IMANENT receives a request from an End User or an authority regarding your use of the Services, IMANENT will notify you as required by legal regulations.

User Content

1. You agree that any User Content you post does not and will not violate any laws or infringe any third party's rights, including, without limitation, intellectual property rights, rights of disclosure and privacy rights. If you believe that any User Content violates your rights, or if you want to challenge the removal of User Content removed from the site, please read IMANENT's Copyright Policy, Section 13 below. We reserve the right, but are not obligated, to reject and/or remove any User Content that we believe, at our sole discretion, violates the Agreement.
2. You agree not to post User Content that:
 - may create a risk of harm, loss, damage, physical or mental injury, emotional distress, death, disability, disfigurement, physical or mental illness to you, any other person, animal, or any property,
 - may harm or exploit children by exposing them to inappropriate content, asking them for personal identification data, or in any other manner,
 - may constitute or contribute to a criminal or other offence,
 - contains any information or content considered by us to be unlawful, harmful, offensive, racially or ethnically offensive, defamatory, harassing or demeaning to other people (publicly or otherwise), threatening, vulgar or otherwise inappropriate,
 - contains software or other material that infringes the intellectual property rights (or privacy or publicity rights) of any third party,
 - includes any information or content to which you do not have the necessary rights or permissions to use or disclose under any legal regulations or based on any contractual relationship,

- contains any information or content that is unlawful (including the disclosure of confidential information pursuant to the securities act or trade secrets of a third party),
- contains any information or content you are aware that is not accurate or up-to-date; or
- has the character of adult content, for example it depicts nudity in a sexual context, exposed genitalia, or any content with adult themes.

Use of the Service

1. Your use of the Service is subject to all applicable laws and legal regulations.
2. You may not:
 - use any automated device, program, algorithm or methodology or any manual process to access, obtain, copy or monitor any portion of the Service or any Content, or obtain or attempt to obtain any materials, documents or information by any means not intentionally made available through the Service,
 - attempt to gain unauthorized access to any part of the Service or any Content or to any systems or networks connected to the Service by hacking, "password mining" or other illegal means,
 - investigate, scan or test the vulnerability of the Service or any Content or any system or network connected to the Service,
 - search or trace backwards any information about other users or visitors, or otherwise use the Service for the purpose of obtaining information about other users or visitors,
 - transmit spam, chain letters or other unsolicited e-mail,
 - take any action that imposes or we believe may impose an unreasonable or disproportionately large load on our infrastructure,
 - upload invalid data, viruses, worms or other software agents through the Service,
 - impersonate another person or otherwise misrepresent your affiliation with a person or entity, or hide or attempt to hide your identity,
 - disclose any information that you do not have permission to disclose (for example, other people's confidential information, including their personal data),
 - use any device, software or process to interfere with the proper functioning of the Service or any Content or any systems or networks connected to the Service or another person's use of the Service,

- process End User information or data to analyse individuals or groups of individuals for unlawful or discriminatory purposes,
 - use the Service or any Content for any purpose that is unlawful or prohibited by the Terms of Service; or
 - store or collect any information facilitating the identification of persons that is considered sensitive or that requires special protection under specific laws.
3. Any unauthorized use of the Service or Content may violate copyright, trademark and other applicable laws and may result in criminal or civil liability.

Software Usage

Any software accessed through the Service will be governed by the terms of the license agreement that accompanies the software or is posted with the software on the Sites where the software is accessed; however, if no such license agreement is available, we grant you a limited, revocable, worldwide, non-transferable, non-assignable, non-exclusive license to use the software in accordance with the Terms of Service. In the event of a conflict between the Terms of Service and the license agreement (if any), the license agreement shall prevail with respect to the software.

You may not decompile, retrospectively analyse or otherwise attempt to discover the source code of the software. You may not sublicense the Service, download or modify any part of the Service, or resell the Service. If you violate the Terms of Service, we reserve the right to terminate your license to the Service without notice.

The software may be automatically updated from time to time. These updates are intended to improve and further develop the software and may take the form of bug fixes, enhanced features, new software modules and entirely new versions. You agree to receive the updates (and allow us to deliver them to you with or without your awareness) as part of your use of the software.

8. Third Party Content

a. User Content

We are not responsible for the opinions expressed by our users, content contributors and third parties; such opinions are only the opinions of those persons and not the opinions of IMANENT. Content created by users or third parties is the sole responsibility of those users or third parties and its accuracy and completeness is not guaranteed in any way. You acknowledge that by IMANENT providing you with the ability to view and post Content through our Service, IMANENT assumes no responsibility or liability for the Content. IMANENT and its affiliates, successors, assigns, officers, employees, agents, directors, managers and owners (i) do not assume and do not accept any obligation or duty to monitor any sites created using

the Service for inappropriate or illegal content and (ii) assume no liability arising out of the content, including but not limited to claims for defamation, violation and invasion of privacy and publicity rights, obscenity, pornography, profanity, fraud, or false statements. Notwithstanding the foregoing, IMANENT reserves the right to block or remove any Content, or any portion thereof, communications, postings or materials at any time at its sole discretion.

IMANENT assumes no responsibility for any User Content that you or any other user or third-party posts or sends through the Service or the sites created using the Service. IMANENT assumes no responsibility for your relationships with other users or for the actions or inactions of any user. You are solely responsible for your User Content and for the consequences of posting it, and you agree that we act only as a passive channel for your on-line distribution and posting of your User Content. You acknowledge and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuitable for your purpose, and you agree that IMANENT will not be liable for any damages incurred by you. IMANENT reserves the right, but not the obligation, to monitor the content of communications between you and the other users.

b. Links

We may provide links to third party websites. We do not recommend or approve the content of any third-party websites. We are not responsible for the content of linked third party websites and make no representations or warranties regarding their content or accuracy. Your use of third-party websites is at your own risk and is subject to the terms and conditions of use of those websites. You expressly release us from any liability arising from your use of any third-party website.

We reserve the right to include a notice on pages created in the Service, in an appropriate manner, that the page was created in the Service and using CREATAKE software; in order to exercise and enforce this right, we may, at our sole discretion, take necessary measures and use appropriate technical means.

We reserve the right, at our sole discretion, to provide links to certain pages that were created in the Service and using the CREATAKE software on any of our pages; neither the user nor any person shall be entitled to the mention of any link or page on any IMANENT page.

9. Invoicing and Payment

The users of the Service are obliged to pay fees for the use of the Service to IMANENT in accordance with the price list published at www.creatake.com or at <https://tool.creatake.com> after registration.

The users of the Service may be required to provide their billing and credit card information to the Company or to a payment service provider engaged by the Company ("PSP"). The users are responsible for payment of the agreed fees for the Service.

The user may use the CREATAKE software to create Sites in the Service free of charge, the fee as per the price list will be charged to the user and the user is obliged to pay at the moment of publishing the Sites on the Internet (SEO READY ACTIVATION)

All payment information provided must be up-to-date and valid.

With an annual payment plan, the service shall be invoiced in advance for a one (1)-year period and is non-refundable. Your annual plan will automatically renew for the next one (1)-year period and you will be billed the applicable fees on each anniversary of your purchase unless you cancel no later than 14 days prior to the end of the actual annual period.

To the extent your use of the Service exceeds the usage limits set forth in the price list, IMANENT reserves the right, at its sole discretion, to charge you for the excess usage.

We reserve the right to change the amount of our fees and/or impose new fees at any time, upon notice by e-mail, written or printed notice, or by posting such notice on our website, at our sole discretion. Your use of the Service following such notice constitutes your agreement to any new or increased fees.

Our fees do not include any taxes, levies or duties imposed by tax authorities and other authorities, and you are responsible for the collection and payment of any such taxes, levies or duties.

10. Personal Data Protection

We will handle your data in accordance with legal regulations regarding data protection. In connection with the modification of the rules for use of the Service, we may establish a privacy policy, which will be posted on our site and will become a part of the Terms of Service. You acknowledge that by using the Service you consent to the collection, use and disclosure of your personal data and aggregate data and to our having your personal data collected, used, transferred to and processed in Slovakia. We cannot guarantee that unauthorized third parties will never be able to breach our security measures. You acknowledge that you provide your information at your own risk.

11. Disclaimer and Limitation of Liability

The Service and all Content are provided "as is" and "as available" without warranty of any kind, express or implied, including (but not limited to) warranties of merchantability, suitability for a particular purpose, completeness, correctness, up-to-datedness, warranty that the Service will not be interrupted, will be free from viruses, other defects, or non-infringement of other rights.

Your sole remedy in the event of dissatisfaction with the Service or any Content is the termination of your use of the Service or any Content. In no event shall We (IMANENT)

or our suppliers, associates, officers, directors, employees, agents, licensors, or content providers (our "Members") be liable for any damages, including, but not limited to, direct, indirect, consequential, and incidental damages, arising out of the use of or inability to use the Service or Content, whether based on warranty, contract, breach, or any other legal basis, and whether or not we have been alerted to the possibility of such damage.

To the maximum extent permitted by applicable law, IMANENT shall not be liable for

- (i) errors, defects or incompleteness of the Service or Content;
- (ii) damages to health and property resulting from your use of the Service;
- (iii) any unauthorized access to or misuse of our servers and/or any information, including personal and financial information, stored on our servers;
- (iv) any errors, defects, losses, damage or unauthorized access resulting from your use of third-party applications, use by your End Users, or use by IMANENT on your behalf;
- (v) any interruption or termination of transmission to or from the Service;
- (vi) any bugs, viruses, Trojan horses or the like that may be transmitted to or through our Service by any third party;
- (vii) any errors or omissions in any Content, or for any loss or damage arising from the use of any Content posted, e-mailed, transmitted or otherwise made available through the Service;
- (viii) the User Content or the defamatory, offensive or unlawful conduct of any third party.

In no event shall IMANENT, its affiliates, agents, directors, employees, contractors or licensors be liable for any claims, actions, liabilities, damages, losses or costs in excess of an aggregate amount of 1 Euro.

This limitation of liability applies regardless of whether the alleged liability is based on contract, breach, negligence, strict liability or any other basis, even if IMANENT is alerted to the possibility of such damage.

The foregoing limitation of liability shall apply to the fullest extent permitted by legal regulations in the relevant jurisdiction.

Some countries do not allow the limitation or exclusion of implied liability or the exclusion or limitation of incidental or consequential damages, so these limitations and exclusions may not apply to you. This Agreement gives you specific rights, and you may have additional rights that vary from country to country. The disclaimers, exclusions and limitations of liability in this Agreement will not apply to the extent prohibited by applicable legal regulations.

12. Service Changes, Termination and Indemnification

IMANENT is constantly innovating and finding ways to provide new features and services to our users. Therefore, we may change the Service, add features,

discontinue the Service or certain features of the Service, and impose and change restrictions on the use of the Service applicable to you or users in general without notice.

We may permanently or temporarily terminate, downgrade, suspend or disable your access to the Service without notice or liability for any reason, including if, at our sole discretion, you violate any provision of this Agreement or for any reason. Upon termination of your use of the Service, you will continue to be bound by this Agreement.

You shall prevent and, if applicable, indemnify us against any demands, liabilities, claims or expenses (including legal fees) made against us by any third party arising out of or in connection with (a) your User Content; (b) your use of the Service; (c) any claims by your End Users; (d) your violations of any laws or regulations or the rights or reputation of any third party; (e) any claims by tax authorities in any country in connection with your operations for which IMANENT may be jointly and severally liable; and (f) violations of the Terms of Service or violations of any rights of another person.

Repeat Offender Rules

IMANENT shall be entitled to terminate the membership and registration of users who repeatedly violate the rules, at its sole discretion. IMANENT may also, at its sole discretion, restrict access to the Service and/or terminate the membership and registration of any user who infringes any intellectual property rights of others, regardless of whether there is a repeat violation.

13. Amendments, Notification Procedures and Changes to the Agreement

We reserve the right, at our sole discretion, to modify, update or change the Terms of Service ("Updated Terms") from time to time, so you should check this page periodically. When we materially change the Terms of Service, we will update the "last modified" date at the top of this page. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Service. If you do not agree to any of these terms or any future Terms of Service, do not use or access the Service. IMANENT shall not be responsible for any automatic filtering that you or your network provider may apply to e-mail notifications we send to the e-mail address provided by you.

IMANENT may send you notices, whether required by law or for marketing or other business purposes, by e-mail, written or hard copy, or by posting such notice on our website, as determined by IMANENT at its sole discretion.

IMANENT reserves the right to determine the form and means of sending the notices to our users, while you may opt out of certain notices by contacting us at helpdesk@creatake.com. You agree that we may notify you of the Updated Terms by posting them in the Service, and that your use of the Service after the effective date of the Updated Terms constitutes your acceptance of the Updated Terms. You should therefore read the Terms of Service as in effect before you begin using the Service.

The Updated Terms will be effective at the time of posting or such later date as may be specified in the Updated Terms and will apply to your use of the Service from that

time. The Terms of Service will govern any disputes that arise prior to the effective date of the Updated Terms.

14. Dispute Resolution

Informal Negotiations

In order to expedite the resolution and reduce the cost of any disputes or complaints related to this Agreement ("Dispute"), you and IMANENT agree to attempt to resolve any Dispute first by informal negotiations for at least thirty (30) days prior to the commencement of any arbitration or court proceeding. Such informal negotiations shall be commenced by a written notice. Your address for such notices shall be your billing address with an e-mail copy to the e-mail address you have provided to IMANENT. IMANENT's address for these notices is info@creatake.com

Court Proceeding

If any Dispute between you and IMANENT cannot be resolved through informal negotiations, all claims arising out of your use of the Service shall be finally determined in a proceeding before a court of the Slovak Republic having jurisdiction according to IMANENT's registered office.

15. Miscellaneous

a. Assignment

You may not assign the Agreement or any rights and licenses granted hereunder to another person or transfer them to another person; however, IMANENT shall be entitled to do so. Any transfer or assignment in violation of the Terms will be void.

b. Governing Law

The Terms of Service and all relationships in connection with the use of the Service shall be governed by and construed in accordance with the legal regulations of the Slovak Republic. You consent to the competence and personal jurisdiction of the court and the venue of the proceeding before a court of the Slovak Republic having jurisdiction according to IMANENT's registered office, and waive any objection to such jurisdiction or venue of the proceeding.

c. Entire Agreement/ Severability

The Terms of Service constitute the entire agreement between you and Us with respect to the subject matter set forth herein and supersede all prior agreements, written or

oral. The Terms of Service shall be binding upon the Parties and their respective successors and legal representatives.

d. No Waiver

Any failure by Us to enforce or apply any provision of the Terms of Service shall not constitute a waiver of that right or provision. Our failure, if any, to act with respect to a breach of the Terms of Service by you or other persons shall not constitute a waiver of our rights to act with respect to subsequent or similar breaches.