

Terms of Service

PLEASE READ THIS TERMS OF SERVICE (“**Terms**“) CAREFULLY

The Terms of Service is a modular contract that governs and defines the terms of the contractual relationship between “**Reporter**”, located at *Kyiv, Ukraine, 01001* (“**Company**”, “**we**”, “**us**” or “**our**”) and its customers (“**Customer**”, “**you**” or “**your**”).

Terms of Service govern your use of our websites <https://reporter.tools>, <https://app.reporter.tools>, <https://account.reporter.tools> and any other websites that we may later own or operate (each, a “**Site**,” and collectively, the “**Sites**”); our mobile and desktop applications (“**Apps**”), our application program interfaces (“**APIs**”), our software development kits (“**SDKs**”) and our collaboration tools and other products (collectively, Apps, APIs, and SDKs, the “**Software**”) and services we may later own or operate (collectively, with the Sites, Apps, APIs, and SDKs, the “**Services**”).

1. Agreement to these Terms

By using the Services, you agree to be bound by these Terms. If you don’t agree to these Terms, do not use the Services. If you are accessing and using the Services on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms. In that case, “you” and “your” will refer to that company or other legal entity.

2. Changes to the Terms or Services

We may modify the Terms at any time, at our sole discretion. If we do so, we will let you know either by posting the modified Terms on the Site or through other communications. If you continue to use the Services after such a change, you are indicating that you agree to the modified Terms. We may also change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

3. Service Terms

3.1. Who may use the Services. You may only use the Services if you are old enough to consent (by yourself and not by a parent or guardian) to share your data under applicable law. For example, you must be 13 years or older under United States law, or 16 years or older under European Union law.

3.2. Use Restrictions. Except as otherwise expressly authorized in these Terms, you will not, and will ensure your employees, contractors, and other persons associated with your account (“**Authorized Users**”) do not, and will not encourage or assist third parties to: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how, or algorithms relevant to the Services (except to the extent that such a restriction is impermissible

under applicable law); (ii) provide, sell, resell, transfer, sublicense, lend, distribute, rent, or otherwise allow others to access or use the Services; and (iii) copy, modify, create derivative works of, or remove proprietary notices from the Services.

3.3. Acceptable Use Policy. You are responsible for using the Service in compliance with all applicable laws and regulations and Company's documentation or help pages.

While using the Services, do not:

- a. damage, disable, interfere with, or circumvent any aspect of the Services;
- b. interfere with anyone else's use of the Services;
- c. test, penetrate, or scan the Services for security vulnerabilities or limitations, other than in compliance with our bug bounty program;
- d. impersonate anyone or misrepresent your connection with any person or entity;
- e. use the Services to compete with Company, or copy any ideas, features, functions, or graphics of the Services;
- f. distribute any unwanted communication (e.g., using the Services to send spam);
- g. use the Services for activities where use or failure of the Services could lead to death, bodily injury, damage to personal property, or environmental damage; or
- h. access or use the Services in a manner intended to avoid incurring fees owed to Company; or
- i. use the Service to develop a similar or competing product or service; or
- j. scrape, data mine, reverse engineer, decompile, disassemble or seek to access the source code or non-public APIs to or unauthorized data from the Service, except to the extent expressly permitted by law (and then only with prior notice to Company); or
- k. modify or create derivative works of the Service or copy any element of the Service (other than authorized copies of the Software); or
- l. remove or obscure any proprietary notices in the Service or otherwise misrepresent the source of ownership of the Service; or
- m. publish benchmarks or performance information about the Service; or
- n. engage in any fraudulent, misleading, illegal or unethical activities related to the Service.

If you violate this policy or encourage, allow or assist others to do anything to violate this policy, we will take any action we consider necessary to protect Company, our users, and third parties. This may include quarantining or deleting data stored on the Services, or suspending your use or access to the Services. Please note that violation of this policy may result in termination in accordance with our termination rights in our agreement with you. You will not be entitled to any credit or other compensation for any interruption of the Services caused by your violation of this policy.

3.4. Authorized Users; Accounts. As part of the registration process, you will identify an administrative username and password for your account. You represent and warrant that all registration information, you provide is truthful, accurate, and complete, and that you will maintain the accuracy of such information. You are responsible and liable for maintaining control over your account, including the confidentiality of your username and password, and are solely responsible and liable for all activities that occur on or through your account and all Authorized Users' accounts, whether authorized by you or not.

3.5. Feedback; Use Rights. We welcome feedback, comments, and suggestions (“**Feedback**”). As we need to be able to freely work with your Feedback to improve the Services, you hereby irrevocably transfer and assign all right, title, and interest (including all intellectual property rights, such as copyrights or trade secrets) in and to the Feedback, including any and all “moral rights” that you might have in such Feedback, and you hereby forever waive and agree never to assert any and all “moral rights” you may have in the Feedback. Additionally, Company will have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Services, and related systems and technologies, and Company will be free to use such data and information to maintain, improve, and enhance Company’s products and services.

3.6. Reservation of Rights. As between the parties, Company owns all right, title, and interest in the Services, and you own all right, title, and interest in any application(s) and/or material(s) that are developed by you on the Services or uploaded to the Services by you (“**User Content**”). Except as expressly set forth in these Terms, each party retains all right, title, and interest in and to its intellectual property rights. All rights not expressly granted are reserved, and no license, covenant, immunity, transfer, authorization, or other right will be implied, by reason of statute, estoppel, or otherwise, under these Terms.

3.7. Patent Assertion Entities. A “Patent Assertion Entity,” sometimes referred to as a ‘non-practicing entity’ or a ‘patent troll,’ is (a) any entity that derives or seeks to derive most of its revenue from the offensive assertion of patent rights, or (b) directly or indirectly controls, is controlled by, or is under common control with an entity described in (a). If you are a Patent Assertion Entity or are acting on behalf of, or for the benefit of a Patent Assertion Entity, you will not assert, or authorize, assist, encourage, or enable any third party to assert, any claim, or pursue any actions, suits, proceedings, or demands, against Company or its affiliates that allege that the Services infringe, misappropriate, or otherwise violate any intellectual property rights (including patents). This section will survive any termination or expiration of these Terms.

4. License

Subject to the terms and conditions of these Terms, we hereby grant you a limited, non-exclusive, non-transferable, non-sublicensable license worldwide (with the exception of (i) jurisdictions that are embargoed or designated as supporting terrorist activities by the United States Government and (ii) jurisdictions whose laws do not permit engaging in business with Company or use of the Services) for you to access and use the Services for your internal business or personal purposes, depending on your account type.

Neither party grants the other any rights or licenses not expressly set out in these Terms. Company and its licensors retain all intellectual property and other rights in the Software and the Service and related Company technology, templates, formats and dashboards, including any modifications or improvements to these items made by Company. Company may generate and use User Content to operate, improve, analyze and support the Service and for other lawful business purposes.

5. Charges and Payment

5.1. **Pricing.** Certain Services are offered under different pricing plans, the limits and features of which are available at <https://reporter.tools/pricing>. Your rights and obligations with respect to certain Services will be based in part on the pricing plan you choose.

5.2. **Payment Terms.**

5.2.1. When you purchase Services (each such purchase, a “**Subscription**”), you expressly authorize us or our third-party payment processor to charge you for such Services. You represent and warrant that you have the legal right to use all payment methods that you provide to us.

5.2.2. All fees are stated and solely payable in U.S. Dollars, non-cancelable, non-refundable, and not subject to setoff, unless expressly set forth otherwise in these Terms.

5.2.3. In the event that you fail to pay the full amount owed to us, we may limit your access to the Services, in addition to any other rights or remedies we may have.

5.3. **Authorization for Recurring Payments.**

5.3.1. All pricing plans involve recurring fees (each, along with any applicable taxes and other charges are a “**Subscription Fee**”). Depending on which options you choose, those fees may recur each month, quarter or year thereafter, at the then-current rate. Please note that our fees are subject to change, although we will notify you before we effect any change.

5.3.2. By agreeing to these Terms and purchasing a Subscription, you acknowledge that your Subscription has recurring payment features and you accept responsibility for all recurring payment obligations prior to cancellation of your Subscription by you or Company. We (or our third party payment processor) will automatically charge you in accordance with the term of your Subscription (e.g., each month, quarter, or year), on the calendar day corresponding to the commencement of your Subscription using the payment information you have provided.

5.3.3. In the event your Subscription begins on a day not contained in a later month, your payment method will be charged on such other day as we deem appropriate. For example, if you started a monthly Subscription on January 31st, your next payment date is likely to be February 28th, and your payment method would be billed on that date. We may also periodically authorize your payment method in anticipation of applicable fees or related charges.

5.3.4. Your Subscription continues until canceled by you or we terminate your access to or use of the Services or the Subscription in accordance with these Terms.

5.4. **Canceling Subscriptions**

5.4.1. You may cancel your Subscription at any time but please note that such cancellation will only be effective at the end of the then-current Subscription period. Unless required by law, YOU MAY RECEIVE A REFUND OF A PORTION OF THE SUBSCRIPTION FEE PAID FOR THE THEN-CURRENT SUBSCRIPTION PERIOD AT THE TIME OF CANCELLATION AT COMPANY’S SOLE DISCRETION.

5.4.2. To cancel, you can either (i) email us at support@reporter.tools and follow any instructions, if any, we provide to you in response to your cancellation request, or (ii) for some kinds of Subscriptions, initiate a cancellation through your account settings within the Services. You will be responsible for all Subscription Fees incurred for the then-current Subscription period. Canceling your Subscription will not terminate your account. See Section 10 (Termination) below for information on terminating your account.

5.5. **Taxes.** Subscription Fees do not include taxes, and you agree to: (a) pay all sales/use, gross receipts, value-added, GST, personal property, or other tax (including any interest and penalties) with respect to the transactions and payments under these Terms, other than taxes based on our income, employees, or real property; and (b) be responsible for any filing of any information or tax returns with respect thereto.

5.6. **Withholding.** All payments made by you to us under these Terms will be made free and clear of any deduction or withholding. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required by law, you will pay such additional amounts as are necessary so that the net amount received by us after such deduction or withholding will be equal to the full amount that we would have received if no deduction or withholding had been required. Each party will use commercially reasonable efforts to work with the other party to help obtain, reduce, or eliminate any necessary withholding, deduction, or royalty tax exemptions where applicable.

6. Confidentiality.

6.1. **Confidential Information.** We (the “**Discloser**”) have disclosed or may disclose proprietary or non-public business, technical, financial, or other information that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure (“**Confidential Information**”) to you (the “**Recipient**”). Our Confidential Information expressly includes non-public information regarding features, functionality, and performance of the Services, including security related information.

6.2. **Obligations.** The Recipient will use the Discloser’s Confidential Information only for the purpose of evaluating whether or not to use (or continue to use) the Services. The Recipient will not disclose the Discloser’s Confidential Information to parties other than the Recipient’s employees, contractors, affiliates, agents, or professional advisors (“**Representatives**”) who need to know it and who have a legal obligation to keep it confidential. The Recipient will ensure that its Representatives are subject to no less restrictive confidentiality obligations than those herein. Notwithstanding the foregoing, the Recipient may disclose the Discloser’s Confidential Information: (a) if directed by Discloser; or (b) to the extent required by applicable legal process, provided that the Recipient uses commercially reasonable efforts to (i) promptly notify the Discloser in advance, to the extent permitted by law, and (ii) comply with the Discloser’s reasonable requests regarding its efforts to oppose the disclosure. The obligations set forth herein will survive for so long as these Terms are in effect between the parties and for five years thereafter.

6.3. **Exclusions.** These confidentiality obligations do not apply to information that the Recipient can document (a) is or becomes public knowledge through no fault of the receiving party, (b) it rightfully knew or possessed prior to receipt under this Agreement,

- (c) it rightfully received from a third party without breach of confidentiality obligations or
- (d) it independently developed without using the disclosing party's Confidential Information.

6.4. **Remedies.** Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Discloser may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this Section 6.

7. Warranties.

7.1. In the event of any loss or corruption of any data associated with the Services, Company will use commercially reasonable efforts to restore the lost or corrupted data from the latest relevant backup maintained by Company. EXCEPT FOR THE FOREGOING, COMPANY WILL NOT BE RESPONSIBLE FOR ANY LOSS, DESTRUCTION, ALTERATION, UNAUTHORIZED DISCLOSURE OR CORRUPTION OF ANY DATA.

7.2. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any Services, and we make no guarantees around data retention or preservation. Company will not have any liability arising out of or related to these Terms for any loss of use, lost data, lost profits, failure of security mechanisms, revenues, goodwill, interruption of business or any indirect, special, incidental, reliance or consequential damages of any kind, even if informed of their possibility in advance. EXCEPT AS SET FORTH IN SECTION 7.1, THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

7.3. **NON- COMPANY RESOURCES.** COMPANY DOES NOT WARRANT OR SUPPORT, AND WILL NOT HAVE ANY RESPONSIBILITY OR LIABILITY OF ANY KIND FOR, ANY APPLICATION(S) AND/OR MATERIAL(S) THAT ARE DEVELOPED BY A PARTY OUTSIDE OF COMPANY'S ORGANIZATION, INCLUDING DESIGN FILES, PLUGINS, COMPONENT LIBRARIES, AND CODE COMPONENTS ("**NON-COMPANY RESOURCES**"). NON- COMPANY RESOURCES ARE PROVIDED BY THIRD PARTIES, NOT COMPANY, AND ANY USE OF NON-COMPANY RESOURCES IS SOLELY BETWEEN YOU AND THE APPLICABLE THIRD-PARTY PROVIDER.

8. Indemnity.

8.1. You will indemnify and hold harmless Company and its officers, directors, employees, and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your access to or use of the Services; (ii) your User Content; or (iii) your violation of these Terms.

8.2. Company will defend Customer from and against any third-party claim to the extent alleging that the Service, when used by Customer as authorized in these Terms, infringes a third party's patent, copyright, trademark or trade secret.

8.3. In response to an actual or potential infringement claim, if required by settlement or injunction or as Company determines necessary to avoid material liability, Company may at its option: (a) procure rights for Customer's continued use of the Service, (b) replace or modify the allegedly infringing portion of the Service to avoid infringement without reducing the Service's overall functionality or (c) terminate the affected Subscription and refund or not to Customer any pre-paid Subscription Fees, unused fees for the terminated portion of the Subscription period. Company's obligations in this Section 8.2 do not apply (1) to the extent infringement results from Customer's modification of the Service or use of the Service in combination with items not specified in the Documentation or provided by Miro (including third-party platforms), (2) to infringement resulting from Software other than the most recent release provided by Company, (3) to unauthorized use of the Service, (4) if Customer settles or makes any admissions about a claim without Company's prior consent, (5) if Customer continues to use the Service (or any element thereof) after being notified of allegedly infringing activity or informed of modifications that would have avoided the alleged infringement or (6) to trials and betas or other free or evaluation use. This Section 8 sets out Customer's exclusive remedy and Company's entire liability regarding infringement of third-party intellectual property rights.

9. Limitations of Liability.

9.1. NEITHER COMPANY NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES ("**SUPPLIERS**") WILL BE LIABLE FOR ANY INCIDENTAL, ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT COMPANY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

9.2. IN NO EVENT WILL COMPANY OR SUPPLIERS' TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE AMOUNTS YOU HAVE PAID TO COMPANY IN THE PRECEDING TWELVE MONTHS FOR THE SERVICES, OR IF YOU HAVE NOT HAD ANY SUCH PAYMENT OBLIGATIONS, ONE HUNDRED UNITED STATES DOLLARS (\$100).

9.3. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THESE TERMS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY COMPANY TO YOU AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 9 WILL APPLY TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW

AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THESE TERMS.

10. Termination.

10.1. We may terminate your access to and use of the Services, at our sole discretion, at any time and without notice or liability to you, provided that if Company freezes your account or cancels your subscription and the termination is not due to your breach of these Terms, Company will provide you a pro-rata refund of pre-paid unused fees unless, in our reasonable estimation, we are not legally permitted to do so (in which case any refund rights are null and void).

10.2. You may cease use of the Services at any time. If you are paying for a Subscription, you may terminate your Subscription through the process in Section 5.4. You may also cancel your account at any time by sending an email to support@reporter.tools.

10.3. Upon any termination, discontinuation, or cancellation of Services or your account, the following provisions of these Terms will survive: Service Terms, Charges and Payment (to the extent you owe any fees at the time of termination); Confidentiality; provisions related to permissions to access User Content (to the extent applicable); Warranty Disclaimers; Indemnity; Limitations of Liability; Termination; and the Miscellaneous provisions under Section 11. Furthermore, we may remove or delete your User Content within a reasonable period of time after the termination or cancellation of Services or your account.

11. Trials and Betas

If Customer receives access to the Service or Service features on a free or trial basis or as an alpha, beta or early access offering (“Trials and Betas”), use is permitted only for Customer’s internal evaluation during the period designated by Company (or if not designated, 30 days). Trials and Betas are optional and either party may terminate Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete or include features that Company may never release, and their features and performance information are Company’s Confidential Information. Notwithstanding anything else in this Agreement, Company provides Trials and Betas “AS IS” with no warranty, indemnity or support and its liability for Trials and Betas will not exceed US\$50.

12. Miscellaneous.

12.1. **Privacy Policy.** Our Privacy Policy (<https://reporter.tools/docs/privacy.pdf>) governs how we collect, use and disclose information from the Services.

12.2. **Force Majeure.** Company will not be liable for, or be considered to be in breach of or default under these Terms on account of, any delay or failure to perform as required by these Terms as a result of any cause or condition beyond its reasonable control, so long as it uses commercially reasonable efforts to avoid or remove those causes of non-performance. If Company believes in good faith that it is legally prohibited from providing you or your Authorized Users with the Services, we may freeze your account and/or cancel your subscription at Company’s sole discretion.

12.3. Notices. Any notices or other communications provided by Company under these Terms, including those regarding modifications to these Terms, will be given by Company: (i) via e-mail; or (ii) by posting to the Site. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted. For notices made by posting to the Site, the date of receipt will be deemed the date on which such notice is posted.

12.4. Severability. The invalidity or unenforceability of any provision of these Terms will not affect the validity or enforceability of any other provision hereof and it is the intent and agreement of the parties that these Terms will be deemed amended by modifying such provision to the extent necessary to render it valid, legal, and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is legal and enforceable and that achieves the same objective.

12.5. Groups. Certain features of the Services may allow you to participate in teams, groups or organizations (each a “**Group**”). In those situations, the administrator, owner, or equivalent of the Group (“**Admin**”) is responsible for the compliance of these Terms by each other member of the Group, payment of the Subscription Fee (if applicable), and all matters related to the Group. For clarity, each member of the Group is still responsible for their own compliance with these Terms.

12.6. Assignment. These Terms (and your access to any of the Services) are not assignable or transferable by you without our prior written consent. Any purported assignment in violation of this section is null and void. Company is entitled to assign or transfer any rights, obligations or benefits hereunder.

12.7. Service Providers. For the avoidance of doubt, Company may engage third parties as service providers to the Services.

12.8. No Partnership. No agency, partnership, joint venture, or employment is created as a result of these Terms, and neither party has any authority of any kind to bind the other party in any respect whatsoever.

12.9. Governing Law, Jurisdiction and Venue. These Terms will be governed by the laws of the State of Delaware without regard to its conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed. The prevailing party in any action to enforce these Terms will be entitled to recover its reasonable attorneys’ fees and costs in connection with such action.

Any dispute, controversy or claim arising out of or relating to these Terms, including the conclusion, interpretation, execution, breach, termination or invalidity thereof, shall be settled by the International Commercial Arbitration Court at the Ukrainian Chamber of Commerce and Industry in accordance with its Rules. The number of arbitrators shall be one. The place of arbitration shall be Kyiv, Ukraine. The language to be used in the arbitral proceedings shall be Ukrainian.

12.10. Interpretation. Whenever the words “including,” “include,” or “includes” are used herein, they will be deemed to be followed by the phrase “without limitation.”

12.11. Government Use. If you are a U.S. government or U.S. public entity (or use of the Services is for the U.S. government), the following terms apply:

a. **Use By or For the U.S. Government.** The Services and related documentation are “commercial items” (as defined at 48 C.F.R. §2.101), consisting of “commercial computer software” and “commercial computer software documentation” (as used in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable). In accordance with 48 C.F.R. § 12.211-12.212 and 48 C.F.R. §§ 227.7102 and 227.7202, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Services shall be as provided in these Terms, except that, for U.S. Department of Defense agencies and end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a U.S. Government agency or end user has a need for rights not conveyed under these terms, it must negotiate with Company to determine if there are acceptable terms for transferring such rights, and a mutually acceptable addendum to these Terms will be required in any applicable contract or agreement.

b. **Waived Terms.** The sections in these Terms titled “Dispute Resolution,” “Indemnity,” and any other terms inconsistent with federal law are hereby waived to the extent they are inconsistent with federal law.

12.12. **Entire Terms.** These Terms supersedes all other agreements between the parties relating to its subject matter. The parties expressly agree that any different or additional terms set forth in any purchase order, vendor portal, code of conduct, or other similar documentation provided by you will not apply between the parties even if signed, acknowledged or accepted by Company, unless Company specifically references this clause and waives its rights.

Effective Date: Aug 04, 2022