



Terms of Use

Effective date: July 9, 2018

Cindicator is a crowd-sourced predictive analytics engine that uses crowd intelligence to predict outcomes for investing and trading decisions. Read the below terms carefully, as you must agree to them to use Cindicator.

PLEASE NOTE THAT SECTION XIII OF THESE TERMS OF USE CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS. PLEASE READ SECTION XIII CAREFULLY.

I. Introduction

1. These Terms of Use (the “Terms”) govern your use of certain services, including the website <https://cindicator.com/>, web and mobile applications, chatbots, informational products, chat groups, etc. (collectively, the “Services”), provided by Cindicator, Ltd., a Gibraltar limited liability company, and by Vote, Inc., a Delaware corporation (collectively, the “Company,” “Cindicator,” “we” or “us”). Special rules for individual services are set forth in Section VI of these Terms below.
2. If you have questions regarding these Terms or about Cindicator, please contact us by email at support@cindicator.com.

II. Acceptance of Terms

3. By using or accessing the Services, you agree to these Terms. If you do not agree, do not use the Services. In addition, when using the Services, you shall be subject to any posted guidelines or rules applicable to the Services that may contain terms and conditions in addition to those in these Terms.

III. Privacy

4. Please refer to our [Privacy Policy](#) for information on how we collect, use, and disclose information from our customers. You acknowledge and agree that your use of the Services is subject to our [Privacy Policy](#).

IV. Changes to The Terms

5. We may modify these Terms at any time, in our sole discretion. If we do so, we’ll let you know either by posting the modified Terms on the website, by providing you a notice in a manner we deem reasonable including notifications within the product’s dashboard, and



through other communications. It's important that you review the Terms whenever we modify them because if you continue to use the Services after we have modified the Terms, you are indicating to us that you agree to be bound by the modified Terms. If you don't agree to be bound by the modified Terms, you must stop using the Services. We may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

6. We may terminate these Terms and your access to all or any part of the Services at any time and for any reason without prior notice or liability.

V. General Provisions

7. To be eligible to use the Services, you must be at least 18 years old. Using the Services may be prohibited or restricted in certain countries. You are responsible for complying with the laws and regulations of the territory from which you access or use the Services. You also represent that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
8. If you decide to use our Services, you will be prompted to create an account. You are solely responsible for the confidentiality of your account, as well as for its use and misuse. You will promptly inform us of any need to deactivate your account. We reserve the right to delete your account at any time and for any reason.
9. We reserve the right at any time to modify or discontinue any part of the Services, including the website, chatbots or mobile applications (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third party for any such modification, suspension or discontinuance. We also reserve the right at any time in our sole discretion to block users from certain IP addresses.
10. While we welcome any feedback or comments from you, please note that any unsolicited ideas, feedback or suggestions pertaining to our business, such as ideas for new or improved products or technologies, website or tool enhancements, processes, materials, marketing plans or new product names, will automatically upon submission become the property of Cindicator, without any compensation to you.
11. The Services may contain links to third party services that are not owned or controlled by Cindicator. Cindicator has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party services. In addition, Cindicator will not and cannot censor or edit the content of any third-party service. You expressly release Cindicator from any and all liability both known and unknown arising from your use of any third-party service.

VI. Services

12. This Section describes individual services provided by Cindicator and sets forth specific rules, if any, which shall prevail in the event of any conflicts with other provisions of these Terms.



13. We are not obligated to maintain or support any of the Services, to provide all or any specific content through any of the Services, or to provide you with updates, upgrades or services related thereto. You acknowledge that we may from time to time in our sole discretion issue updates or upgrades to any of the Services, disable access for any period of time or permanently, and automatically update or upgrade the version of any of the Services that you are using on your device. You consent to such automatic updating or upgrading on your device, and agree that these Terms will apply to all such updates or upgrades, unless such upgrade is accompanied by a separate license, in which case the terms of that license will govern.

Application

14. Our mobile application is available at the App Store and Google Play, and the web application is available via a browser (collectively, the “Cindicator App”). We hereby grant you a limited, non-exclusive, non-transferable, non-sublicensable license to download and install a copy of the Cindicator App and to run such copy of the Cindicator App solely for your own personal use. We reserve all rights in the Cindicator App not expressly granted to you in these Terms.
15. The Cindicator App allows you to forecast various future events by casting your vote accordingly. Depending on the quality of your forecasts and forecasts of other forecasters using the Cindicator App, you may have an opportunity to compete for a prize fund.
16. If you have any non-public information that could provide you an advantage with respect to any forecast (“Insider Information”), you are expressly prohibited from using such Insider Information to your benefit when using the Cindicator App. You may be disqualified from being entitled to any payout if we suspect that your forecasts have been based on such Insider Information.
17. The Cindicator App may provide certain incentives in a form of a prize fund (the “Prize Fund”). Such Prize Fund will be distributed among the most successful users of the Cindicator App based on their skills, as determined by a formula that factors in several criteria. The following important terms apply to the Prize Fund:
 - a. Payouts from the Prize Fund may be made in fiat cash, cryptocurrency, digital tokens, or in any other medium, as determined in our sole discretion. In order to claim your payout, you will need to set up and connect an external wallet.
 - b. You acknowledge and agree that we may modify the formula at any time in our sole discretion. You further acknowledge and agree that your payout may depend on the performance of other users of the Cindicator App, thus, equal prior results do not guarantee the same outcome for you.
 - c. You are not an employee of the Company or any affiliated entity. In the event that any court or agency determines that you performed services for the Company or any affiliated entity, you agree that it is the express intention of the Company and you that your participation is as an independent contractor to the Company.



- d. You acknowledge and agree that you are obligated to report as income all funds received pursuant to these Terms. You agree to and acknowledge the obligation to pay all self-employment and other taxes on such income.
- 18. We may use your forecasts, as well as any other information you submit through the Cindicator App, for any purposes whatsoever, including, without limitation, aggregation, reproduction, disclosure, transmission, publication, broadcast, and further posting, without any payment to you.
- 19. You acknowledge and agree that we do not offer, or promise to offer, any cryptocurrency or digital tokens for completing tasks within the Cindicator App.

Cindicator Bot

- 20. Cindicator Bot is a chatbot application that provides predictive analytics, data, and indicators based on forecasts made by a diverse group of analysts through the Cindicator App. Please access Cindicator Bot for more details on its services and functionality.
- 21. All information provided to you through Cindicator Bot is the sole property of Cindicator and is provided to you for your sole individual use. No part of such information may be reproduced, distributed, transmitted, or otherwise made available without our prior consent. Any unauthorized disclosure is strictly prohibited. Cindicator reserves its right to claim damages from you, including any loss of profits, for your unauthorized use of such information.
- 22. More information about Cindicator Bot and pricing is available at: <https://cindicator.com/cindicator-bot>. Access to Cindicator Bot is granted via Telegram Messenger to holders of a certain quantity of CND tokens.

Cryptometer

- 23. Cryptometer is a chatbot application that measures prices across multiple exchanges to anticipate and detect early signs of cryptocurrency market volatility and provide you with real-time price movements on your selected crypto assets. Please access Cryptometer for more details on its services and functionality.
- 24. All information provided to you through Cryptometer is the sole property of Cindicator and is provided to you for your sole individual use. No part of such information may be reproduced, distributed, transmitted, or otherwise made available without our prior consent. Any unauthorized disclosure is strictly prohibited. Cindicator reserves its right to claim damages from you, including any loss of profits, for your unauthorized use of such information.
- 25. More information about Cryptometer and pricing is available at: <https://cindicator.com/cryptometer-bot>. Access to Cryptometer is granted via Telegram Messenger to holders of a certain quantity of CND tokens.



Token Sale Review

26. Token Sale Review is an analytical product that provides information on upcoming token sales. Access to this product is limited and by application only.
27. Token Sale Review is the exclusive intellectual property of Cindicator. You will only be given a limited, non-exclusive, non-transferable, non-sublicensable, fee-based license to access and view Token Sale Review for your own internal purposes. No part of Token Sale Review may be reproduced, distributed, transmitted, or otherwise made available without our prior consent. Any unauthorized disclosure is strictly prohibited. Cindicator reserves its right to claim damages from you, including any loss of profits, for your unauthorized use of Token Sale Review.
28. Token Sale Review is a subscription-based product. After registration, you will be asked to select a plan and top up your account with CND tokens. Provided you have a sufficient amount of CND tokens in your account, you will have access to Token Sale Review subject to the terms of your plan. If you do not have a sufficient amount of CND tokens, you will receive a notice asking you to top up your account. If you decide to change your plan, any changes will become effective starting from the next subscription period.
29. Token Sale Review will be delivered to you through a special chatbot in a PDF file format as regularly as applicable under your plan.
30. Token Sale Review and any opinion expressed therein (i) do not constitute an offer or an invitation to make an offer to buy or sell any securities or financial instrument or derivative relating thereto, (ii) are not intended to provide personal recommendation or investment advice and do not take into account the specific investment objectives, financial situation or particular needs of any specific person, (iii) do not give a research recommendation and/or price target, and (iv) do not constitute a legal advice.
31. More information about Token Sale Review, plans and pricing is available at: <https://cindicator.com/token-sale-review>.

Contests

32. From time to time, we may conduct various contests to stimulate the use of our Services. Such contests will always be subject to our General Contest Rules, and each individual contest may be additionally subject to special rules applicable to that contest.

VII. User Guidelines

33. By accessing and using the Services, you hereby agree that:
 - a. You will not use the Services for any unlawful purpose;
 - b. You will not upload, post, e-mail, transmit, or otherwise make available any content that: (i) infringes any copyright, trademark, right of publicity, or other proprietary rights of any person or entity; or (ii) is threatening, tortious, defamatory, libelous, indecent, obscene, pornographic, sexually explicit, invasive of another's privacy, or promotes extreme violence or cruelty to animals, or contains hate speech (i.e., speech that



attacks or demeans a group based on race or ethnic origin, religion, disability, gender, age, veteran status, or sexual orientation/gender identity); or (iii) discloses any sensitive information about another person, including that person's e-mail address, postal address, phone number, credit card information, or any similar information.

- c. You will not "stalk" or otherwise harass another person;
 - d. You will not spam or use the Services to engage in any commercial activities;
 - e. You will not access or use the Services to collect any market research for a competing business;
 - f. You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
 - g. You will not interfere with or attempt to interrupt the proper operation of the Services through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Services through hacking, password or data mining, or any other means;
 - h. You will not use any robot, spider, scraper, or other automated means to access the Services for any purpose without our express written permission; provided, however, we grant the operators of public search engines permission to use spiders to copy materials from the public portions of the Services for the sole purpose of and solely to the extent necessary for creating publicly-available searchable indices of the materials, but not caches or archives of such materials;
 - i. You will not take any action that imposes or may impose (as determined in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure; and
 - j. You will notify us about inappropriate content of which you become aware.
34. We reserve the right, in our sole and absolute discretion, to deny you access to the Services, or any portion of the Services, without notice, and to remove any content that does not adhere to these user guidelines.

VIII. Intellectual Property

35. All elements of the Services, including underlying the website, web and mobile applications, software, look and feel, and other components ("Cindicator IP"), to the full extent protectable by law, are either proprietary to Cindicator or proprietary to our licensors. "Cindicator" and other slogans, service marks, and names that are used to identify the Services or the source of the Services, are proprietary to Cindicator. You shall not remove or alter any proprietary or restrictive notice or legend affixed to any material provided as part of the Services or otherwise provided by Cindicator. Except as expressly set forth in these Terms, no license, assignment, or other grant of rights in any Cindicator IP, trademarks, copyrights, or any other intellectual property is granted to you and no such grant will result from your accessing or using the Services. All rights in the Services not granted under the Terms are reserved by Cindicator.



36. We respect the intellectual property rights of others. We will respond expeditiously to claims of copyright infringement using guidelines and procedures set forth in Section 512 of the Digital Millennium Copyright Act of 1998. If you see any material within our Services that in your good faith belief may infringe someone's copyright, you may notify us by e-mailing us at support@cindicator.com with "Copyright" in the subject line.

IX. Warranties and Disclaimers

37. CINDICATOR IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION WITHIN THE SERVICES, INCLUDING, WITHOUT LIMITATION, CINDICATOR BOT, CRYPTOMETER, TOKEN SALE REVIEW. ANY USE OF THE SERVICES' MATERIALS IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, INCLUDING BUT NOT LIMITED TO LOSS OF DATA.
38. NO INFORMATION AND/OR DATA ANALYTICS OBTAINED BY VIRTUE OF YOUR USE OF THE SERVICES IS INTENDED TO CONSTITUTE INVESTMENT ADVICE. CINDICATOR FORECASTERS MAY OR MAY NOT BE REGISTERED BROKERS, DEALERS OR INVESTMENT ADVISORS. THE INFORMATION PROVIDED ON THE WEBSITE AND CHATBOTS IS MERELY AN ORGANIZED COLLECTION OF THE THOUGHTS AND PREDICTIONS OF THE FORECASTERS PARTICIPATING THROUGH THE CINDICATOR APP AND SHOULD BE USED ONLY AS AN INFORMATIONAL TOOL IN DETERMINING YOUR OWN INVESTMENT ACTIVITIES.
39. THE SERVICES AND ALL CONTENT, FUNCTIONS, AND MATERIALS MADE AVAILABLE TO YOU ARE PROVIDED "AS IS," "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER CINDICATOR NOR ITS AFFILIATES, SUBSIDIARIES, NOR ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (COLLECTIVELY, THE "CINDICATOR PARTIES") WARRANT THAT ANY OF THE FOREGOING WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. NONE OF THE CINDICATOR PARTIES SHALL BE LIABLE FOR ANY DAMAGE TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO OR USE OF ANY OF THE FOREGOING. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE APPLICATION IS TO STOP USING THE APPLICATION.
40. CINDICATOR DOES NOT PROVIDE INVESTMENT ADVICE. CINDICATOR IS NOT A REGISTERED BROKER, INVESTMENT ADVISOR, INVESTMENT FUND OR BROKER-DEALER.
41. THE PRIZE MONEY THAT YOU MAY WIN THROUGH THE CINDICATOR APP MAY BE SUBJECT TO TAXES, AND YOU ACKNOWLEDGE THAT YOU ARE SOLELY RESPONSIBLE FOR SEEKING PROFESSIONAL TAX ASSISTANCE AND PAYING ANY APPLICABLE TAXES ON SUCH AMOUNTS.
42. THE CINDICATOR PARTIES DO NOT ENDORSE OR RECOMMEND ANY RANKING DATA, UNDERLYING STOCKS, OR ANY USER-GENERATED CONTENT MADE



AVAILABLE TO YOU THROUGH THE APPLICATION. THE CINDICATOR PARTIES ARE NOT PARTIES TO, OR HAVE ANY RESPONSIBILITY OR LIABILITY WITH RESPECT TO, ANY USER-GENERATED CONTENT, OR ANY TRANSACTION, COMMUNICATION OR INTERACTION BETWEEN USERS OF THE CINDICATOR APP OR FOR ANY RESULTS CAUSED BY USING THE CINDICATOR APP, INCLUDING, WITHOUT LIMITATION, ANY DEATH OR BODILY INJURY THAT YOU MAY SUFFER. THE CINDICATOR PARTIES EXPRESSLY DISCLAIM ANY AND ALL LIABILITY IN CONNECTION WITH THE FOREGOING.

43. THE CINDICATOR APP IS NOT A GAME OF CHANCE, AND USERS CANNOT INCUR ANY MONETARY LOSSES BY USING THE APPLICATION. THE APPLICATION DOES NOT ENGAGE IN REAL TRADES OR INVESTMENTS AND DOES NOT INVEST ANY REAL MONEY. YOU SHOULD NOT TRY TO REPLICATE THE TRADES OR INVESTMENTS THAT ARE THE SUBJECT OF THE APPLICATION FORECASTS.
44. CINDICATOR IS NOT AN INVESTMENT FUND THAT EXECUTES TRADES USING MONEY PROVIDED BY THIRD PARTIES. USERS OF THE CINDICATOR APP ARE NOT INVESTORS IN CINDICATOR, AND ENGAGE PURELY IN FORECASTING AND PREDICTION WITHOUT THE NECESSITY OF PROVIDING ACTUAL INVESTMENTS TO CINDICATOR.
45. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

X. Limitation of Liability; Release

46. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL CINDICATOR BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THESE TERMS, THE SERVICES, THE CINDICATOR APP, PRODUCTS OR THIRD-PARTY SITES AND PRODUCTS, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF CINDICATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICES, THE CINDICATOR APP, PRODUCTS OR THIRD-PARTY SITES AND PRODUCTS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE FOR LOSS OF DATA RESULTING THEREFROM.
47. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF CINDICATOR ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS OF USE, THE ACCESS TO AND USE OF THE SERVICES, THE CINDICATOR APP, CONTENT, OR ANY PRODUCTS OR SERVICES PURCHASED FROM US EXCEED \$100.



48. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO LIABILITY OF CINDICATOR FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A CINDICATOR PARTY'S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY A CINDICATOR PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

XI. Indemnification

49. To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless Cindicator, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the "Indemnified Parties"), from and against all actual or alleged third-party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "Claims"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Services, including, without limitation, our web and mobile applications, (b) your violation of these Terms, and (c) your violation of the rights of a third party, including another user. You agree to promptly notify Cindicator of any third-party Claims and cooperate with the Indemnified Parties in defending such Claims. You further agree that the Indemnified Parties shall have control of the defense or settlement of any third-party Claims. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND CINDICATOR.

XII. Platform Providers

50. Platform providers, such as Apple, Inc. and Google, Inc. that make the Cindicator App available for download ("Platform Providers") are not party to these Terms. Platform Providers have no obligation whatsoever to furnish any maintenance and support services with respect to the Cindicator App. In the event of any failure of the Cindicator App to deliver any product or service purchased by you through the Cindicator App (if applicable), you may notify the applicable Platform Provider, and such Platform Provider may refund payments made for such purchases (if applicable). To the maximum extent permitted by applicable law, Platform Providers will have no other obligation whatsoever with respect to the Cindicator App. You acknowledge that Platform Providers are not responsible for addressing any claims relating to the Cindicator App or your possession or use of the Cindicator App. Platform Providers are third-party beneficiaries of this Section XII, and will have the right (and will be deemed to have accepted the right) to enforce the provisions of this Section XII against you.

XIII. Dispute Resolution

51. The exclusive means of resolving any dispute or claim arising out of or relating to these Terms (including any alleged breach thereof), the Services, including, without limitation, the Cindicator App or the Website, shall be BINDING ARBITRATION administered by the



American Arbitration Association. You may not under any circumstances commence or maintain against the Company any class action, class arbitration, or other representative action or proceeding.

52. By accessing or using the Services in any manner, you agree to the above arbitration agreement. In doing so, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any claims between you and the Company. YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. Your rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY.
53. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against the Company may be commenced only in the federal or state courts located in New York, State of New York. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.

XIV. Miscellaneous

54. Nothing in these Terms shall be construed to create a partnership, joint venture or agency relationship between you and us.
55. You may not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. We may assign these Terms or any rights contained in the Terms, or delegate any obligations contained in the Terms in our sole discretion. Any purported assignment which is inconsistent with the foregoing shall be null and void.
56. These Terms, their interpretation, performance or any breach thereof, shall be construed in accordance with, and all questions with respect thereto shall be determined by, the laws of the state of New York without regard to its conflict-of-laws principles.
57. Any dispute between the parties that is not subject to arbitration, shall be resolved in the state or federal courts of the State of New York, and the United States, respectively, sitting in the State of New York.
58. No waiver of any breach of any provision of these Terms shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
59. In the event any provision of these Terms shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining provisions shall remain in full force and effect.
60. These Terms contain the entire understanding of the parties and cannot be amended except by a writing signed by both parties.