

GENERAL TERMS OF SERVICE

Last updated: August 15, 2017

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Chexology is a platform company that is reinventing how your possessions are checked in and checked out. We start by eliminating the claim ticket and these are our general terms of service.

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These General Terms of Service (“General Terms”) are a legal agreement between you (“you,” “your”) and Chexology, LLC. (“Chexology,” “we,” “our” or “us”) and govern your use of Chexology’s services, including all of our mobile applications, websites, software, hardware, and other products and services (collectively, the “Services”). If you are using the Services on behalf of a business, that business accepts these terms. By using any of the Services you agree to these General Terms and any policies referenced within (“Policies”), including terms that limit our liability (see Section 18) and require individual arbitration for any potential legal dispute (see Section 21).

You also agree to any additional terms specific to Services you use (“Additional Terms”) that may apply to the Services, such as those listed below, which are incorporated reference. You should read all of our terms carefully.

- [Hardware Terms](#): These terms apply to the hardware sold or provided to you.
- [Support Terms](#): These terms apply to support services we may offer in connection with the services.

1. Privacy

You agree to and acknowledge Chexology’s [Privacy Policy](#), which explains how we collect, use and protect the personal information and data you provide to us.

2. Chexology Account Registration

You must open an account with us (a “Chexology Account”) to use the Services. During registration we will ask you for information, including your name and other personal information. This may also include entering payment information which we will keep on file to bill your account. You must provide accurate and complete information in response to our questions, and keep that information current. You are fully responsible for all activity

that occurs under your Chexology Account, including for any actions taken by persons (including employees) to whom you have granted access to the Chexology Account. We reserve the right to suspend or terminate the Chexology Account of any user who provides inaccurate, untrue, incomplete information sue or derogatory content, or who fails to comply with the account registration requirements.

3. Revisions, Disclosures and Notices

We may amend the General Terms, any Additional Terms, or our Policies, at any time with notice that we deem to be reasonable in the circumstances, by posting the revised version on our website, communicating it to you through the Services or via notice of the update via the email account on record (each a "Revised Version"). The Revised Version will be effective as of the time , but will not apply retroactively. Your continued use of the Services after the posting of a Revised Version constitutes your acceptance of such Revised Version. Any Dispute (as defined in Section 20) that arose before the changes will be governed by the General Terms, Additional Terms or Policies in place when the Dispute arose.

4. Restrictions

You may not, nor may you permit any third party, directly or indirectly, to:

1. export the Services, which may be subject to export restrictions imposed by US law, including US Export Administration Regulations (15 C.F.R. Chapter VII);
2. access or monitor any material or information on any Chexology system using any manual process or robot, spider, scraper, or other automated means;
3. except to the extent that any restriction is expressly prohibited by law, violate the restrictions in any robot exclusion headers on any Service, work around, bypass, or circumvent any of the technical limitations of the Services, use any tool to enable features or functionalities that are otherwise disabled in the Services, or decompile, disassemble or otherwise reverse engineer the Services;
4. perform or attempt to perform any actions that would interfere with the proper working of the Services, prevent access to or use of the Services by our other customers, or impose an unreasonable or disproportionately large load on our infrastructure;
5. copy, reproduce, alter, modify, create derivative works, publicly display, republish, upload, post, transmit, resell or distribute in any way material, information or Services from Chexology;
6. use and benefit from the Services via a rental, lease, timesharing, service bureau or other arrangement;
7. transfer any rights granted to you under these General Terms;
8. use the Services in a way that distracts or prevents you from obeying traffic or safety laws;

9. use the Services for the sale of firearms, firearm parts, ammunition, weapons or other devices designed to cause physical harm;
10. use the Services for any illegal activity or goods or in any way that exposes you, other Chexology users, our partners, or Chexology to harm; or
11. otherwise use the Services except as expressly allowed under these General Terms and applicable Additional Terms.

If we reasonably suspect that your Chexology Account has been used for an unauthorized, illegal, or criminal purpose, you give us express authorization to share information about you, your Chexology Account, and any of your transactions with law enforcement.

5. Compatible Mobile Devices and Third Party Carriers

We do not warrant that the Services will be compatible with your mobile device carrier or any other hardware device not otherwise provided to you by us. Your use of the Services may be subject to the terms of your agreements with your mobile device manufacturer or your carrier. You may not use a modified device to use the Services if the modification is contrary to the manufacturer's software or hardware guidelines, including disabling hardware or software controls—sometimes referred to as "jail broken."

6. Your Content

You grant us and our subsidiaries, affiliates, and successors a worldwide, non-exclusive, royalty-free, fully-paid, transferable, and sub-licensable right to use, reproduce, modify, adapt, publish, prepare derivative works of, distribute, publicly perform, and publicly display your Content throughout the world in any media in order to provide and promote the Services. You retain all rights in your Content, subject to the rights you granted to us in these General Terms. You may modify or remove your Content via your Chexology Account or by terminating your Chexology Account, but your Content may persist in historical, archived or cached copies and versions thereof available on or through the Services.

You will not upload or provide Content or otherwise post, transmit, distribute, or disseminate through the Services any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches any duty toward or rights of any person or entity, including rights of publicity, privacy, trademark or duties owed to a bailor by a bailee; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Chexology's or its partners' products and services, as determined by us in our sole discretion; or (f) in our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying

any portion of the Services, or which may expose Chexology, its affiliates or its customers to harm or liability of any nature.

Although we have no obligation to monitor any Content, we have absolute discretion to remove Content at any time and for any reason without notice. You understand that by using the Services, you may be exposed to Content that is offensive, indecent, or objectionable. We take no responsibility and assume no liability for any Content, including any loss or damage to any of your Content.

7. Copyright and Trademark Infringement

We respect the copyright and trademark rights of others and ask you to do the same. We respond to all valid notices of such copyright and trademark infringement, and our policy is to suspend or terminate the access privileges of those who infringe the copyrights and trademarks of others.

If you believe in good faith that any content on the Site infringes your Intellectual Property Rights (including trademarks, logos and other rights, except copyright rights, which are described above) please (a) describe in detail the Intellectual Property Rights that you believe are infringed, (b) describe in detail the particular content that you believe infringes your Intellectual Property Rights, (c) provide us your name, address, email address, and phone number, and (d) notify us per the directions in the Notices and Communications Section below.

Please note that this procedure is exclusively for notifying us and its affiliates that your Intellectual Property Rights may have been infringed. We have adopted a policy of terminating, in appropriate circumstances and at our sole discretion, members who are deemed to be repeat infringers. We may also at its sole discretion limit access to the Site and/or terminate the accounts of any Users who infringe any Intellectual Property Rights of others, whether or not there has been any repeat infringement.

8. Security

We have implemented technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You provide your personal information at your own risk.

Notwithstanding the following, you are responsible for safeguarding your password and for restricting access to the Services from your compatible mobile devices and computer(s). You will immediately notify us of any unauthorized use of your password or Chexology Account or any other breach of security. Notwithstanding Sections 20 and 21, in the event

of any dispute between two or more parties as to account ownership, we will be the sole arbiter of such dispute in our sole discretion. Our decision (which may include termination or suspension of any Chexology Account subject to dispute) will be final and binding on all parties.

9. Communications

You consent to accept and receive communications from us or a bailee of your property, including e-mail, text messages, calls, and push notifications to the cellular telephone number you provide to us. These communications may be generated by automatic telephone dialing systems which will deliver prerecorded messages, including for the purposes of secondary authentication, receipts, reminders and other notifications. Standard message and data rates applied by your cell phone carrier may apply to the text messages we send you. You may opt-out of receiving communications by following the unsubscribe options we provide to you. You may also opt-out of text messages from Chexology at any time by texting STOP to +1 (917) 746-7979. You acknowledge that opting out of receiving communications may impact your use of the Services.

10. Fees and Payment Terms

You agree to pay the specialized usage rates ("Usage Fee") set forth in your ("Order", which is either our standard schedule of fees, as may be updated from time to time, and/or any other order forms for our Services ordered by you and accepted in writing by us).

Additionally, you agree to pay any applicable support rates ("Support Fee") in connection with your Order of any support services pursuant to our Support Terms.

Chexology may offer Services to be paid for on a recurring basis ("Subscription Services") or on an as-used basis ("A La Carte Services" and, together with the Subscription Services, "Paid Services"). Chexology has the right to change, delete, discontinue or impose conditions on Paid Services or any feature or aspect of a Paid Service. Subscription Services may subject you to recurring Fees and/or terms. By signing up for a Subscription Service, including after any free trial period, you agree to pay us the subscription fee and any applicable taxes as set forth in your Chexology Account settings or as otherwise agreed in writing ("Subscription Fee"). A La Carte Services may subject you to fees charged per usage and/or terms. By using an A La Carte Service, you agree to pay the fees and any taxes incurred at the time of usage ("A La Carte Fees" and, together with Subscription Fees, the "Paid Service Fees"). In addition, you agree to pay any applicable support fees in connection with your Order of any support services pursuant to our Support Terms.

All fees may be paid by debit card, or credit card or other mutually agreeable payment method. If you link a debit or credit card to your account, you authorize us to collect fees by debit from your linked debit card or charge to your linked credit card. Regardless of

payment device, we reserve the right to collect fees by deduction from your linked bank account.

Unless otherwise provided in a Subscription Service's terms, fees will be charged on the 1st of every month until cancelled. If you cancel a Subscription Service, you will continue to have access to that Subscription Service through the end of your then current billing period, but you will not be entitled to a refund or credit for any Subscription Fee already due or paid. We reserve the right to change our Subscription Fee upon thirty (30) days' advance notice. Your continued use of Subscription Services after notice of a change to our Subscription Fee will constitute your agreement to such changes.

Subject to certain credit requirements as determined by us, we may let you pay amounts due under these Terms in arrears. If we let you to do that, you will make all of the payments due hereunder within thirty (30) days of the date of the invoice.

You must notify us in writing if you dispute any portion of any fees paid or payable by you under this Agreement ("Fee Disputes"). You must provide that written notice to us within thirty (30) days of the applicable charge and we will work together with you to resolve the applicable dispute promptly. If you do not provide us with this written notice of your fee dispute within this 30 day period, you will not be entitled to dispute any fees paid or payable by you.

Unless you and Chexology agree otherwise in writing, all fees due under these Terms are payable in United States dollars. Payment obligations can't be canceled and fees paid are non-refundable. Subject to Fee Disputes, if you are overdue on any payment and fail to pay within ten (10) business days of a written notice of your overdue payment, then we may assess and you must pay a late fee. The late fee will be either 1.5% of the past due amount per month, or the maximum amount allowable by law, whichever is less. Subject to Fee Disputes and following the overdue notice, we may also suspend our Services to your account until you pay the amount you are overdue plus the late fee.

If your use of our Services exceeds the amounts prepaid by you or if you fail to pay any amounts due by you under Section 10 of the Agreement, we may suspend our Services associated with your account without prior notice to you. We will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that you may incur with connection with any suspension of our services pursuant to this section.

11. Termination

We may terminate these General Terms or any Additional Terms, or suspend or terminate your Chexology Account or your access to any Service, at any time for any reason. We will take reasonable steps to notify you of termination by email or at the next time you attempt

to access your Chexology Account. You may also terminate the General Terms and Additional Terms applicable to your Chexology Account by deactivating your Chexology Account at any time by contacting care@chexology.com.

12. Effect of Termination

If these General Terms or your Chexology Account is terminated or suspended for any reason: (a) the license and any other rights granted under these General Terms and any Additional Terms will end, (b) we may (but have no obligation to) delete your information and account data stored on our servers, and (c) we will not be liable to you or any third party for compensation, reimbursement, or damages for any termination or suspension of the Services, or for deletion of your information or account data. In addition to any payment obligations under the Payment Terms, the following sections of these General Terms survive and remain in effect in accordance with their terms upon termination: 6 (Your Content), 7 (Copyright and Trademark Infringement), 12 (Effect of Termination), 14 (Ownership), 15 (Indemnity), 16 (Representations and Warranties), 17 (No Warranties), 18 (Limitation of Liability and Damages), 19 (Third Party Products), 20 (Disputes), 21 (Binding Individual Arbitration), 22 (Governing Law), 23 (Limitation on Time to Initiate a Dispute), 24 (Assignment), 25 (Third Party Service and Links to Other Web Sites), and 26 (Other Provisions).

13. Your License

We grant you a limited, non-exclusive, revocable, non-transferable, non-sublicensable license to use the software that is part of the Services, as authorized in these General Terms. We may make software updates to the Services available to you, which you must install to continue using the Services. Any such software updates may be subject to additional terms made known to you at that time. The intellectual property in software updates will remain owned by us.

14. Ownership

We reserve all rights not expressly granted to you in these General Terms. We own all rights, title, interest, copyright and other worldwide Intellectual Property Rights (as defined below) in the Services and all copies of the Services. These General Terms do not grant you any rights to our trademarks or service marks.

For the purposes of these General Terms, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights, and other intellectual property rights that may exist now or come into existence in the future, and all of their applications,

registrations, renewals and extensions, under the laws of any state, country, territory or other jurisdiction.

You may submit comments or ideas about the Services ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited, and without restriction, that it will not place us under any fiduciary, confidentiality or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. Any idea grants all right title and interest therein. If submitted written work to us and such work is a work-for-hire, you assign it to us.

15. Indemnity

You will indemnify, defend, and hold us and our processors (and our respective employees, directors, agents, affiliates and representatives) harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in these General Terms or any Additional Terms; (b) your wrongful or improper use of the Services; (c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (d) your violation of any law, rule or regulation of the United States or any other country including without limitation, bailment laws applicable in your jurisdiction; and (e) any other party's access and/or use of the Services with your unique name, password or other appropriate security code.

16. Representations and Warranties

You represent and warrant to us that: (a) you are at least eighteen (18) years of age; (b) you are eligible to register and use the Services and have the right, power, and ability to enter into and perform under these General Terms; (c) any information you provide in connection with the Services, including your business name, accurately and truthfully represents your business or personal identity under which you sell goods and services; (d) you and all transactions initiated by you will comply with all federal, state, and local laws, rules, and regulations applicable to you and/or your business; (e) you will not use the Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the operation of the Services; (f) your use of the Services will be in compliance with these General Terms and applicable Additional Terms.

17. No Warranties

THE USE OF "CHEXOLOGY" IN SECTIONS 17 AND 18 MEANS CHEXOLOGY, ITS PROCESSORS, ITS SUPPLIERS, AND ITS LICENSORS (AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES).

THE SERVICES ARE PROVIDED "AS IS" WITHOUT REPRESENTATION OR WARRANTY, WHETHER IT IS EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, CHEXOLOGY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

CHEXOLOGY DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES ARE ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, ERROR-FREE, WITHOUT DEFECT OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Chexology does not warrant, endorse, guarantee, or assume responsibility for any product or services advertised or offered by a third party. Chexology does not have control of, or liability for, goods or services that are paid for using the Services.

18. Limitations of Liability and Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CHEXOLOGY BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE SERVICE. IN ALL CASES, CHEXOLOGY WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

UNDER NO CIRCUMSTANCES WILL CHEXOLOGY BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR CHEXOLOGY ACCOUNT, OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF CHEXOLOGY IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES EARNED BY US IN CONNECTION WITH YOUR USE OF THE SERVICES DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY, OR (B) \$500.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN

IF CHEXOLOGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

WHEN YOU GIVE YOUR PROPERTY TO A THIRD PARTY, YOU UNDERSTAND THAT IT MIGHT BE DAMAGED, LOST OR HARMED. THIS IS NOT CHEXOLOGY'S FAULT.

19. Third Party Products

All third party hardware and other products included or sold with the Services are provided solely according to the warranty and other terms specified by the manufacturer, who is solely responsible for service and support for its product. For service, support, or warranty assistance, you should contact the manufacturer directly. CHEXOLOGY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH THIRD PARTY PRODUCTS, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

20. Disputes

"Disputes" are defined as any claim, controversy, or dispute between you and Chexology, its processors, suppliers or licensors (or their respective affiliates, agents, directors or employees), including any claims relating in any way to these General Terms, any Additional Terms, or the Services, or any other aspect of our relationship.

21. Binding Individual Arbitration

You and Chexology agree to arbitrate any and all Disputes by a neutral arbitrator who has the power to award the same damages and relief that a court can. ANY ARBITRATION UNDER THESE GENERAL TERMS WILL ONLY BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, REPRESENTATIVE ACTIONS AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED. YOU WAIVE ANY RIGHT TO HAVE YOUR CASE DECIDED BY A JURY AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST CHEXOLOGY. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced (but in no case will there be a class or representative arbitration). All Disputes will be resolved finally and exclusively by binding individual arbitration with a single arbitrator administered by the American Arbitration Association (<https://www.adr.org>) according to this Section and the applicable arbitration rules for that forum. Consumer claimants (individuals whose transaction is intended for personal, family, or household use) may elect to pursue their claims in their local small-claims court rather than through arbitration so long as their matter remains in small claims court and proceeds only on an individual (non-class or non-representative) basis. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, fully applies. If you are a consumer bringing a

claim relating to personal, household, or family use, any arbitration hearing will occur within the county where you reside. Otherwise, any arbitration hearing will occur in New York, New York, or another mutually agreeable location. The arbitrator's award will be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. We will pay the arbitration fees due to the American Arbitration Association for individual arbitrations brought in accordance with this section. If you prevail on any claim for which you are legally entitled to attorney's fees, you may seek to recover those fees from the arbitrator. For any claim where you are seeking relief, we will not seek to have you pay our attorney's fees, even if fees might otherwise be awarded, unless the arbitrator determines that your claim was frivolous. For purposes of this arbitration provision, references to you and Chexology also include respective subsidiaries, affiliates, agents, employees, predecessors, successors and assigns as well as authorized users or beneficiaries of the Services. Subject to and without waiver of the arbitration provisions above, you agree that any judicial proceedings will be brought in and you hereby consent to the exclusive jurisdiction and venue in the state courts in the City and County of New York, New York, or federal court for the Southern District of New York.

22. Governing Law

These General Terms and any Dispute will be governed by New York law and/or applicable federal law (including the Federal Arbitration Act) as applied to agreements entered into and to be performed entirely within New York, without regard to its choice of law or conflicts of law principles.

23. Limitation on Time to Initiate a Dispute

Any action or proceeding by you relating to any Dispute must commence within one year after the cause of action accrues.

24. Assignment

These General Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you and any attempted transfer or assignment will be null and void.

25. Third Party Services and Links to Other Web Sites

You may be offered services, products and promotions provided by third parties and not by Chexology ("Third Party Services") through the Chexology services. If you decide to use Third Party Services you will be responsible for reviewing and understanding the terms and conditions for these services. We are not responsible for the performance of any Third Party Services. The Services may contain links to third party websites. The inclusion of any website link does not imply an approval, endorsement, or recommendation by Chexology.

Such third party websites are not governed by these General Terms. You access any such website at your own risk. We expressly disclaim any liability for these websites. When you use a link to go from the Services to a third party website, our Privacy Policy is no longer in effect. Your browsing and interaction on a third party website, including those that have a link in the Services is subject to that website's own terms, rules and policies.

26. Other Provisions

These General Terms, and any applicable Additional Terms or Policies, are a complete statement of the agreement between you and Chexology regarding the Services. In the event of a conflict between these General Terms and any other Chexology agreement or Policy, these General Terms will prevail and control the subject matter of such conflict. If any provision of these General Terms or any Additional Term is invalid or unenforceable under applicable law, then it will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. These General Terms do not limit any rights that we may have under trade secret, copyright, patent, or other laws. No waiver of any term of these General Terms will be deemed a further or continuing waiver of such term or any other term.