Terms of Service

The following terms of service ("Terms of Service" or "Agreement") governs use of an iDataCrunch application ("App"), as provided by iDataCrunch, LLC ("iDataCrunch," "we," or "our"), by all those who access the App, including without limitation persons and representatives of entities, whether such representatives are persons or digital engines of any kind that crawl, index, scrape, copy, store or transmit digital content (collectively, "you," or "your"). Any reference to "iDataCrunch" in this document includes our directors, officers, employees, contractors, owners, agents, licensors, or licensees. As used in these Terms of Service, the term "Site" includes all websites and all devices or applications that we operate that link to these Terms of Service, pages within each such website, device, or application, any equivalent, mirror, replacement, substitute or backup website, device, or application, and pages that are associated with each such website, device, or application. The use of the word "including" in these Terms of Service to refer to specific examples will be construed to mean "including, without limitation" or "including but not limited to" and will not be construed to mean that the examples given are an exclusive list of the topics covered.

Please read the rules contained in this Agreement carefully. By downloading, using, registering or clicking "I agree" button, checkbox, or other similar indication during the registration process, or during a subsequent presentation of a revised version of these Terms of Service, you signify your agreement with these Terms of Service of the App, and you agree to comply with these rules. If you cannot agree with these rules, please do not download, register for or use the App.

For information regarding use of information about you that may be collected via your use of the App, please see our "Privacy Policy."

The Agreement may be modified from time to time; the date of the most recent revisions will be communicated on or through the App, so check back often. Continued access of the App by you will constitute your acceptance of any changes or revisions to the Agreement.

Your failure to follow these rules, whether listed below or communicated on or through the App, may result in suspension or termination of your access to the App, without notice, in addition to Service Provider's other remedies.

You may not use a Site and you may not accept these Terms of Service if you are not at least 18 years of age and, in any event, of a legal age to form a binding contract with iDataCrunch.

If you accept these Terms of Service, you represent that you have the capacity to be bound by them, and we suggest you print or save a local copy of these Terms of Service for your records.

Depending on your activities when visiting the Site or using a particular Service, you may be required to agree to additional terms and conditions as indicated on the applicable Site or via the particular Service.

SERVICES

iDataCrunch offers various tools and functions through the Sites (the "Services"), including personal financial planning tools, inventory management tools that allow you to consolidate, synchronize and track certain personal financial information on mobile devices and through computer network servers provided by iDataCrunch ("Information Management Service"). THIS SERVICE IS PROVIDED AS AN AID TO ASSIST YOU IN ORGANIZING AND MANAGING YOUR FINANCE AND INVENTORY DATA; HOWEVER, IT IS NOT INTENDED TO, AND DOES NOT, PROVIDE LEGAL, TAX OR FINANCIAL ADVICE.

The Service utilizes the date and time at which data is recorded in order to properly synchronize between the Services and your mobile device. In order for synchronization to function properly, all of your devices must have an accurate date and time configuration (and in proper time zone). Manually changing the time on any devices that communicate with the Services could cause a failure to accurately transmit change data, and therefore would not properly synchronize your data. You shall be solely responsible for any such improper use.

Transmission of synchronization data is secured using SSL encryption, data is stored in encrypted databases. It is not intended, nor shall you attempt, to store any personal identifiable data (such as

credit card information or social security numbers) in any of the fields other than those asked during subscription registration including email, name, company, location city, location state and country. You acknowledge this restriction and agree that iDataCrunch shall not be responsible for any identity theft, loss or damages associated with your failure to comply with this restriction.

You understand and agree that your access and use of the Services may be interrupted from time to time as a consequence of equipment malfunction, periodic updating, maintenance or repair of the Site by iDataCrunch or as a consequence of other third party disruptions.

iDataCrunch reserves the right to: (1) modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (2) modify or change the Site, or any portion of the Site, and any applicable policies or terms; and (3) interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes. In no event will iDataCrunch be liable to any party for any loss, cost, or damage that results from any period of downtime of the Sites or Services. iDataCrunch can at any time impose restrictions on usage of site services and resources such as storage, number of users per device and number of devices per user.

YOUR USE OF THE SERVICES

Unless otherwise specified, the Services are intended for your personal, noncommercial use only. Your right to access and use the Services is personal to you and is not transferable by you to any other person or entity. You agree to use the Services for lawful purposes and you acknowledge that your failure to do so may subject you to personal liability. You represent that you are a legal owner of, and that you are authorized to provide us with, all information necessary to facilitate your use of the Services. Once you login to iDataCrunch from a device and touch on Sync you are representing that you own the data on that device and authorizing the App data on that device to be synchronized with the iDataCrunch Cloud.

You agree that iDataCrunch may use your feedback, suggestions, or ideas in any way, including in future modifications of the Services, other products or services, advertising or marketing materials. You grant iDataCrunch a perpetual, worldwide, fully transferable, sublicensable, irrevocable, fully paid-up, royalty free license to use the feedback you provide to iDataCrunch in any way. iDataCrunch will not sell, publish or share your feedback in a way that could identify you without your explicit permission.

You shall not post, upload, or otherwise transfer to anyone by any means, including but not limited to web page content, linked web pages, e-mail or FTP, any document, image, communication, or other transmission which (i) infringes the copyrights, patents, trade secrets, trademarks, servicemarks, trade names or other proprietary rights of a third party (collectively "Infringements"), (ii) is obscene or constitutes child pornography under applicable law, or (iii) is defamatory. You agree to indemnify, defend and hold iDataCrunch and its officers, directors, shareholders, employees, agents, contractors and attorneys harmless from and against any and all claims, actions, proceedings, losses, costs, expenses, or liabilities, including but not limited to attorney fees, arising from or related to a violation or alleged violation of this paragraph.

You may not use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site.

You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to iDataCrunch’s server, or to any of the services offered on or through the Site, by hacking, password “mining” or any other illegitimate means.

You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other customer of iDataCrunch or Apple, including any account not owned

by you, or exploit the Site or any Services or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper function of the Site or any transaction being conducted on the Site, or with any other person's use of the Site.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to iDataCrunch or impersonate any other individual or entity. You may not use the Site or any content for any purpose that is unlawful or prohibited by this Agreement, or to solicit the performance of any illegal activity or other activity which infringes the rights of iDataCrunch or others.

PRIVACY POLICY

iDataCrunch is committed to protecting your privacy. Our use of your personal information is governed by the terms of the iDataCrunch's Privacy Policy, which is incorporated into these Terms of Service. The Privacy Policy may be updated from time to time at our discretion and changes will be effective upon our posting them to www.iDataCrunch.com. A copy of the Privacy Policy can be found at https://www.iDataCrunch.com/about-us.

MEMBER ACCOUNT, PASSWORD, AND SECURITY

If you register for an account on a Site, you will receive a password and account designation (your "Site Credentials") upon completing the registration process. You are responsible for maintaining the confidentiality of your Site Credentials. We strongly recommend that you exit and logoff from your account at the end of each session and that you enable password-protection and other security features that may be made available on the Sites.

If you believe that your Site Credentials or device that you use to access any Site has been lost or stolen, that someone is using your account without your permission, you must notify us IMMEDIATELY in order to minimize your possible losses.

The following is our contact information:
Email: support@iDataCrunch.com
Mailing Address: Registered with the State of Texas, available from the Texas Secretary of State's website https://www.sos.state.tx.us/

LIMITED LICENSE

The iDataCrunch App you downloaded or purchased and installed on your mobile device for use in conjunction with this Services is governed by the License Application End User Agreement that came with the product when obtained from Apple or other device platform vendor or our web dashboard.

As long as you comply with terms and conditions of this Agreement, iDataCrunch grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site together with the Services. Throughout the term of this Agreement, you may use the Site software solely for the purpose of accessing and utilizing the App and associated Services. Your limited license and associated right to access the Site and use the Services is personal to You and is not transferable.

SUBSCRIPTIONS, BILLING AND ACCOUNT MANAGEMENT

Paid subscriptions to the Services are billed on a recurring monthly basis. All subscription payments are processed, and subscriptions are managed, through Stripe, Inc. ("Stripe"), a third-party payment provider that is an industry-standard and reputable provider of payment and subscription management services. Your payment information is provided directly to and processed by Stripe, and is subject to Stripe's own terms of service and privacy policy.

iDataCrunch may change its monthly subscription fees from time to time. We will notify you of any change in fees by email to the email address registered with your account at least fourteen (14) days before the change takes effect. If you do not agree to a change in fees, you may cancel your

subscription before the change takes effect.

You may cancel your subscription at any time by visiting the My Profile section (or any successor section) of the iDataCrunch web dashboard. Upon cancellation, your subscription will not renew and you will retain access to the paid Services until the end of the current billing period. Except as expressly provided in this section, subscription payments are non-refundable, and no refunds or credits will be provided for partial billing periods or unused Services.

The iDataCrunch iOS app and any apps for other device platforms are companion apps to the Services. Subscription and account management are provided primarily through the iDataCrunch web dashboard, which is linked from www.iDataCrunch.com.

iDataCrunch is not responsible or liable for any payment irregularities, errors, unauthorized charges, or any breach, leak, or unauthorized disclosure of payment information that occurs at or through Stripe or any other third-party payment provider.

If you notice any billing or payment irregularity, you must bring it to iDataCrunch's attention immediately by submitting a support request to support@idatacrunch.com. To the maximum extent permitted by applicable law, your sole and exclusive remedy for any billing error or payment irregularity shall be to cancel your subscription and receive a refund of the amount charged in error, up to a maximum of the subscription fees charged for the three (3) months preceding your notice to iDataCrunch.

TERM AND TERMINATION

These Terms of Service will be in effect from the date you first access a Site. You may terminate your account with iDataCrunch at any time as described in the Subscriptions, Billing and Account Management section above. iDataCrunch may terminate or revise these Terms of Service at any time with or without notice. The provisions and all obligations of and restrictions on you and any user of your account with respect to any Site or Service shall survive any termination of these Terms of Service.

You agree that iDataCrunch, in its sole and absolute discretion, may terminate your account (or any part thereof) or your use of any Site or Service, for any reason, including for lack of use or if iDataCrunch believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service or other terms applicable to a specific Site or Service. iDataCrunch may, also, in its sole and absolute discretion, and at any time, discontinue providing any Site or Service, or any part thereof, with or without notice. You agree that any termination of your access to a Site or Service under any provision of these Terms of Service may be effected without prior notice, and acknowledge and agree that iDataCrunch may immediately deactivate or delete your account and all related information and files in your account and/or prohibit any further access to all files, the Sites, or the Services by you. Further, you agree that iDataCrunch shall not be liable to you or any third party for any termination of your access to the Sites or the Services.

You can cancel your registration with any Site or Service at any time and have your information deleted from our records.

7. INDEMNITY

You agree to defend, indemnify, and hold harmless iDataCrunch from and against all claims, suits, proceedings, losses, liabilities, and expenses, including attorneys' fees, whether in tort, contract, or otherwise, that arise out of or relate, in whole or in part, to your breach of these Terms of Service or any activity by you in relation to the Sites or your use of the Services.

8. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

THE SITES, SERVICES, INFORMATION, DATA, FEATURES, AND ALL CONTENT IS OFFERED AND MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS. IDATACRUNCH MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONTENT OR OPERATION OF THE SITES OR SERVICES. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITES AND SERVICES IS AT YOUR SOLE RISK.

IDATACRUNCH MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, SECURITY, RELIABILITY, COMPLETENESS, OR CONTINUED AVAILABILITY OF THE CONTENT ON THE SITES OR THE SERVICES, AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. IDATACRUNCH MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE THAT THE CONTENT THAT MAY BE AVAILABLE THROUGH THE SITES OR SERVICES IS FREE OF BUGS, DEFECTS, OR ERRORS, OR INFECTION FROM ANY VIRUSES OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, SURREPTITIOUSLY INTERCEPT, OR EXPROPRIATE ANY SYSTEM, DATA, OR PERSONAL INFORMATION.

THE SERVICE IS NOT INTENDED TO PROVIDE LEGAL, TAX, OR FINANCIAL ADVICE. IDATACRUNCH IS NOT A FINANCIAL PLANNER, BROKER, OR TAX ADVISOR. To the extent you use a Service for banking or other financial services, the Service is intended only to assist you in your financial organization and decision-making and is broad in scope. Before making any final decisions or implementing any financial strategy, you should consider obtaining additional information and advice from your accountant or other financial advisers who are fully aware of your individual circumstances.

iDataCrunch does not assume any responsibility for the timeliness, accuracy, deletion, non-delivery, or failure to store information. Any information made available through the Services will only reflect the information that we most recently accessed.

You understand and agree that any alerts provided to you through the Services may be delayed or prevented by a variety of factors. iDataCrunch makes commercially reasonable efforts to provide alerts in a timely manner with accurate information, but we cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. iDataCrunch shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

9. LIMITATION OF LIABILITY

IDATACRUNCH SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED, OR PUNITIVE DAMAGES YOU MAY INCUR IN CONNECTION WITH THE SITES, THE SERVICES, YOUR USE THEREOF, OR ANY OF THE USER SUBMISSIONS, INFORMATION, DATA, OR OTHER MATERIAL TRANSMITTED THROUGH OR RESIDING ON THE SITES, OR ANY ERRORS, DEFECTS, INTERRUPTIONS, DELETIONS, OR LOSSES RESULTING THEREFROM, INCLUDING LOSS OF PROFIT, REVENUE, OR BUSINESS, ARISING IN WHOLE OR IN PART FROM YOUR ACCESS TO OR USE OF THE SERVICE, EVEN IF IDATACRUNCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNLESS OTHERWISE EXPRESSLY SET FORTH IN THESE TERMS OF SERVICE, IDATACRUNCH'S LIABILITY TO YOU FOR ANY CAUSE WHATEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO US $500.00 (FIVE HUNDRED UNITED STATES DOLLARS).

10. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH STATES LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 8 AND 9 OF THIS AGREEMENT MAY NOT APPLY TO YOU.

11. REMEDIES OF USER

Your sole and exclusive remedy for any failure or non-performance of a Service, including any associated software or other materials supplied in connection with a Service, shall be for iDataCrunch to use commercially reasonable efforts to effectuate an adjustment or repair of the applicable Service.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Sites or Services or these Terms of Service must be filed within one year after such claim or cause of action arose or be forever barred.

12. MODIFICATIONS TO SITES OR SERVICES

iDataCrunch reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Sites or Services with or without notice. We reserve the right to change the Services, including applicable fees, in our sole discretion and from time to time. In such event, if you are a paid subscriber to the applicable Service, we will provide notice to you (for changes in subscription fees, at least fourteen (14) days in advance as described in the Subscriptions, Billing and Account Management section). If you do not agree to the changes after receiving a notice of the change to the Services, you may stop using the Services. Your use of the Services after you are notified of any change(s) will constitute your agreement to such change(s). You agree that iDataCrunch shall not be liable to you or to any third party for any modification, suspensions, or discontinuance of the Sites or Services.

13. IDATACRUNCH INTELLECTUAL PROPERTY RIGHTS

All content included or available in connection with the Sites, including any and all materials, information, text, data, contents, names, trade names, trademarks, trade dress, service marks, layout, logos, designs, images, graphics, illustrations, artwork, icons, photographs, displays, sound, music, video, animation, organization, assembly, arrangement, interfaces, databases, technology, and all intellectual property of any kind whatsoever (collectively, the "Content") and the selection and arrangement thereof is owned exclusively by iDataCrunch or the licensors or suppliers of iDataCrunch and is protected by U.S. and international copyright and other intellectual property laws. All rights are hereby reserved. Without limiting the foregoing, no Content on the Sites may be copied, reproduced, duplicated, published, or distributed in any form or by any means whatsoever without the express prior written permission of iDataCrunch or the appropriate licensor or supplier.

Any feedback, questions, comments, suggestions, ideas, or the like that you send to iDataCrunch will be treated as being non-confidential and nonproprietary, and iDataCrunch will be free to use such information for any purpose whatsoever including developing, manufacturing, and marketing products and services incorporating the information. Any submission to a Site shall be deemed and remain the property of iDataCrunch.

All non-iDataCrunch product and service marks contained on or associated with the Sites are the trademarks of their respective owners. References to any names, marks, products, or services of third parties or hypertext links to third party sites or information do not necessarily constitute or imply iDataCrunch's endorsement, sponsorship or recommendation of the third party, information, product, or service.

14. APPLE

By accessing this App through a device made by Apple, Inc. ("Apple"), you specifically acknowledge and agree that: (i) this Agreement is between iDataCrunch and You; Apple is not a party to this Agreement; (ii) Apple and its subsidiaries are third party beneficiaries of this Agreement and upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you; (iii) the license granted to you hereunder is limited to a non-transferable right to use the App on the Apple device(s) authorized by Apple that you own or control and as permitted by the Usage Rules set forth in Apple's App Store Terms of Service; (iv) Apple has no obligation whatsoever in connection with the functionality or content of the App, or to furnish any maintenance or support services with respect to the App; (v) in the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the amount you paid for the App, if any (to the maximum amount permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App); (vi) Apple is not responsible for addressing any claims by you or a third party relating to the App or your possession and/or use of the App, including without limitation (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation; (vii) in the event of any third party claim that the App or your possession and use of the

App infringes such third party's intellectual property rights, Apple is not responsible for the investigation, defense, settlement and/or discharge of such claim; and (viii) you represent and warrant that (a) 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 (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

15. NOTICES TO YOU; CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS

Notices to you may be sent via email, through the Service by displaying links to notices generally on the site, or to your mobile device.

You understand and agree that you are entering into these Terms of Service electronically and that certain categories of information ("Communications") may be provided by iDataCrunch to you by electronic means (i.e., via email or by posting the information on a Site).

All Communications will be deemed to have been received by you no later than 5 business days after we send it to you by email or post it on a Site, whether or not you have received the email or retrieved the Communication from the Site. An electronic Communication by email is considered to be sent at the time that it is directed by iDataCrunch's email server to your email address. You agree that these are reasonable procedures for sending and receiving electronic Communications.

You agree to promptly update your account records with us if your email address changes so that we may contact you electronically. You understand and agree that if we send you an electronic Communication but you do not receive it because the email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, iDataCrunch will be deemed to have provided the Communication to you. All Communications in either electronic or paper format will be considered to be "in writing." You should print a paper copy of these Terms of Service and any Communication that is important to you and retain the copy for your records. If you do not wish to receive these Terms of Service or the Communications electronically, you may not use the Sites or Services.

19. JURISDICTION; GOVERNING LAW

These Terms of Service shall be deemed and treated as though they were entered into, executed, and performed solely in Texas, and the laws of the State of Texas, without regard for conflict of law rules thereof that would result in the application of the laws of another jurisdiction, apply to all matters relating to use of the Sites and Services and shall without limitation govern these Terms of Service.

By use of the Sites or Services, you agree that any lawsuit or other action brought or filed with respect to use of the Sites or Services or concerning these Terms of Service shall be brought in a court of competent jurisdiction in Tarrant County, Texas and you hereby submit to jurisdiction of such court. In any lawsuit or other action relating to enforcement or breach of these Terms of Service, the prevailing party shall be entitled to recovery of costs, fees, and expenses of any action, including attorneys' fees and accounting fees.

TO THE EXTENT PERMITTED BY LAW, THE PARTIES AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR IN COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION, UNLESS BOTH YOU AND IDATACRUNCH SPECIFICALLY AGREE TO DO SO IN WRITING.

If you do not wish to be bound by the class-action waiver in this Section 19, you must notify iDataCrunch in writing within 30 days of the date that you accept these Terms of Service. Your written notification must be mailed to our registered agent address which can be found from the with Texas Secretary of State’s website https://www.sos.state.tx.us/

III. MISCELLANEOUS

These Terms of Service constitute the entire agreement with respect to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether electronic,

oral, or written, between iDataCrunch and you.

If any portion of these Terms of Service is deemed unlawful, void, or unenforceable by any arbitrator or court of competent jurisdiction, these Terms of Service as a whole shall not be deemed unlawful, void, or unenforceable, but only that portion of these Terms of Service that is unlawful, void, or unenforceable shall be stricken from these Terms of Service.

Headings used herein are for convenience only and shall not limit, control, or add to the meaning of any term, provision, or condition.