



Information pursuant to Art. 13 / Art. 14 EU-GDPR on the processing of your data and your rights under the EU data protection basic regulation

With this information we inform you about the processing of your personal data and the rights you are entitled to according to data protection, when using the portal "up.herrenknecht.com". Which data is processed in detail and how it is used depends largely on the services provided and agreed upon.

Responsible for data processing and contact with the data protection officer:

Person responsible for data processing: Herrenknecht AG Schlehenweg 2 77963 Schwanau <u>datenschutz@herrenknecht.de</u>

You can reach our data protection officer at: datenschutz@emetz.de

Which data do we use and where do we get this data from?

As a matter of principle, we process personal data that we receive from you within the scope of our business initiation or ongoing business relationship. In addition, we process - insofar as necessary - personal data that we have received from third parties (e.g. credit agencies) or based on your consent. We also process personal data that we are permitted to process from publicly accessible sources (e.g. commercial register, press, media).

Relevant personal data are master data such as first name, surname, address and communication data (e.g. telephone number, mobile phone number, e-mail address). In addition, this can also include, for example, pre-contractual initiation data, contract and order data, delivery and supply data and usage data.

For what we process your data (purposes of processing) and on which is this done on a legal basis?

We process personal data in compliance with the EU data protection basic regulation (EU-GDPR) and all other relevant laws:

1) To fulfil contractual obligations (Art. 6 (1b) EU-GDPR)

The processing of personal data (Art. 4 No. 2 EU-GDPR) is carried out, for example, for the processing of orders, the preparation of offers and pre-contractual measures, the provision of services, invoicing and the delivery of goods. The purposes of processing are primarily based on the service to be provided by us.

2) As part of the balancing of interests (Art. 6 (1f) EU-GDPR)

As far as necessary, we also process your data to protect legitimate interests of us or of third parties. This may be the case, for example, with:

- ensuring IT security and IT operation, including testing
- on the prevention and investigation of criminal offences
- for statistic ends
- for the performance of the services agreed
- for advertising purposes



If we process your data to protect legitimate interests, you can object to this processing if reasons arise from your situation that speak against data processing.

Right of objection direct mail:

You have the right to object to the processing of your personal data for the purposes of to object to direct advertising.

3) Based on your consent (Art. 6 (1a) EU-GDPR, Art. 9 (2a) in conjunction with Art. 7 EU-GDPR) Insofar as we have your consent to process personal data for specific purposes (e.g. receipt of a newsletter), the lawfulness of this processing is based on your consent. Once you have given your consent, it can be revoked at any time. Please note that the revocation is effective for the future. Processing that was carried out before this revocation is not affected by this.

4) Processing based on legal requirements (Article 6 (1c) EU-GDPR)

It may happen that we process your personal data to fulfil legal obligations. This includes, for example, retention periods under commercial and tax law and, if necessary, information to authorities.

To whom is the data disclosed (categories of recipients)? Data processing within the company:

We have bundled certain data processing procedures in our company. These are handled centrally by specialized divisions. Here your data can be processed, for example, for telephone support, invoice processing or to ensure the information security of the service.

External contractors and service providers (processors):

In order to fulfil our tasks and fulfil the contract, we partly use external contractors and service providers. These may include, for example, document shredders, printing service providers, logistics or IT service providers.

Other recipients:

In addition, data may be passed on to recipients to whom we are obliged by law to are obliged to pass on the information (e.g. law enforcement agencies and courts).

Duration of data storage:

If necessary, we process and store your personal data for the duration of our business relationship. This also includes the initiation and processing of a contract or order. In addition, we are subject to various storage obligations, which result from the German Commercial Code, among other things. Finally, the storage period also results from the statutory periods of limitation, which as a rule are 3 years but can also be up to 30 years.

Data transfer to third countries:

Data will only be transferred to third countries (countries outside the EU and the European Economic Area EEA) if this is necessary for the execution of a contract/order/business relationship, including the initiation of such a relationship, and only in compliance with the data protection regulations.

Rights of data subjects:

You can request information about the data stored about your person via the contact details provided above. (Article 15 EU-GDPR). In addition, under certain circumstances you can request the correction or deletion of your data (Art. 16 and 17 DS- GVO). You have the right to demand the restriction of the processing of your personal data (Art. 18 EU-GDPR). In addition, you have



the right to have the data you have provided released in a structured, common machine-readable format (Art. 20 EU-GDPR).

Is there an obligation to provide data?

As part of a business relationship or ongoing business relationship with us, you generally only need to provide the information we need to establish, conduct or terminate that relationship. Without providing us with the necessary data, we may be required to refuse to establish, or be unable to carry out, a business relationship or may even be required to terminate such a relationship.

Right of appeal:

You have the opportunity to submit a complaint to the above-mentioned data protection officer or to the supervisory authority responsible for data protection.



<u>Terms of use</u>

The up.herrenknecht.com portal located at up.herrenknecht.com is a copyrighted work belonging to Herrenknecht AG. Certain features of the Site may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features.

All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

These Terms of Use described the legally binding terms and conditions that oversee your use of the Site. BY LOGGING INTO THE SITE, YOU ARE BEING COMPLIANT THAT THESE TERMS and you represent that you have the authority and capacity to enter into these Terms. YOU SHOULD BE AT LEAST 18 YEARS OF AGE TO ACCESS THE SITE. IF YOU DISAGREE WITH ALL OF THE PROVISION OF THESE TERMS, DO NOT LOG INTO AND/OR USE THE SITE.

Access to the Site

Subject to these Terms.

Company grants you a non-transferable, non-exclusive, revocable, limited license to access the Site solely for your own personal use in accordance with your contractual rights during the agreed service. <u>Certain Restrictions.</u>

The rights approved to you in these Terms are subject to the following restrictions:

- (a) you shall not sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site;
- (b) you shall not change, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site;
- (c) you shall not access the Site in order to build a similar or competitive website;
- (d) except as expressly stated herein, no part of the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means unless otherwise indicated, any future release, update, or other addition to functionality of the Site shall be subject to these Terms. All copyright and other proprietary notices on the Site must be retained on all copies thereof.
- (e) you shall not trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- (f) you shall not Use the Site in a manner inconsistent with any applicable laws or regulations.
- (g) you shall not Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
- (h) you shall not engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- (i) you shall not decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.

Company reserves the right to change, suspend, or cease the Site with or without notice to you. You approved that Company will not be held liable to you or any third-party for any change, interruption, or termination of the Site or any part.

No Support or Maintenance.

You agree that Company will have no obligation to provide you with any support in connection with the Site.

Excluding any User Content that you may provide, you are aware that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Site and its content are owned by Company or Company's suppliers. Note that these Terms and access to the Site do not give you any rights, title or interest in or to any intellectual property rights, except for the limited



access rights expressed in Section 2.1. Company and its suppliers reserve all rights not granted in these Terms.

User Content

User Content

"User Content" means any and all information and content that a user submits to the Site. You are exclusively responsible for your User Content. You bear all risks associated with use of your User Content. You hereby certify that your User Content does not violate our Acceptable Use Policy. You may not represent or imply to others that your User Content is in any way provided, sponsored or endorsed by Company. Because you alone are responsible for your User Content, you may expose yourself to liability. Company is not obliged to backup any User Content that you post; also, your User Content may be deleted at any time without prior notice to you. You are solely responsible for making your own backup copies of your User Content if you desire.

You hereby grant to Company an irreversible, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights, solely for the purposes of including your User Content in the Site. You hereby irreversibly waive any claims and assertions of moral rights or attribution with respect to your User Content.

Acceptable Use Policy.

The following terms constitute our "Acceptable Use Policy": You agree not to use the Site to collect, upload, transmit, display, or distribute any User Content

- (a) that violates any third-party right or any intellectual property or proprietary right;
- (b) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual;
- (c) that is harmful to minors in any way; or
- (d) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party. In addition, you agree not to:
- (e) upload, transmit, or distribute to or through the Site any software intended to damage or alter a computer system or data;
- (f) send through the Site unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages;
- (g) use the Site to harvest, collect, gather or assemble information or data regarding other users without their consent;
- (h) interfere with, disrupt, or create an undue burden on servers or networks connected to the Site, or violate the regulations, policies or procedures of such networks;
- (i) attempt to gain unauthorized access to the Site, whether through password mining or any other means;
- (j) harass or interfere with any other user's use and enjoyment of the Site; or
- (k) use software or automated agents or scripts to produce multiple accounts on the Site, or to generate automated searches, requests, or queries to the Site.

We reserve the right to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account in accordance with Section 8, and/or reporting you to law enforcement authorities.

If you provide Company with any feedback or suggestions regarding the Site, you hereby assign to Company all rights in such Feedback and agree that Company shall have the right to use and fully exploit such Feedback and related information in any manner it believes appropriate. Company will treat any Feedback you provide to Company as non-confidential and non-proprietary.



You agree to indemnify and hold Company and its officers, employees, and agents harmless, including costs and attorneys' fees, from any claim or demand made by any third-party due to or arising out of

- (a) your use of the Site,
- (b) your violation of these Terms,
- (c) your violation of applicable laws or regulations or
- (d) your User Content.

Company reserves the right to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

Third-Party Links & Ads; Other Users

Third-Party Links & Ads

The Site may contain links to third-party websites and services, and/or display advertisements for third parties. Such Third-Party Links & Ads are not under the control of Company, and Company is not responsible for any Third-Party Links & Ads. Company provides access to these Third-Party Links & Ads only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads. You use all Third-Party Links & Ads at your own risk and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Ads, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices.

Other Users. Each Site user is solely responsible for any and all of its own User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content, whether provided by you or by others. You agree that Company will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Site user, we are under no obligation to become involved.

You hereby release and forever discharge the Company and our officers, employees, agents, successors, and assigns from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature, that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Site. If you are a California resident, you hereby waive California civil code section 1542 in connection with the foregoing, which states: "a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Disclaimers

The site is provided on an "as-is" and "as available" basis, and company and our suppliers expressly disclaim any and all warranties and conditions of any kind, whether express, implied, or statutory, including all warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, or non-infringement. We and our suppliers make not guarantee that the site will meet your requirements, will be available on an uninterrupted, timely, secure, or error-free basis, or will be accurate, reliable, free of viruses or other harmful code, complete, legal, or safe. If applicable law requires any warranties with respect to the site, all such warranties are limited in duration to ninety (90) days from the date of first use.

Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Limitation on Liability

To the maximum extent permitted by law, in no event shall company or our suppliers be liable to you or any third-party for any lost profits, lost data, costs of procurement of substitute products, or any



indirect, consequential, exemplary, incidental, special or punitive damages arising from or relating to these terms or your use of, or incapability to use the site even if company has been advised of the possibility of such damages. Access to and use of the site is at your own discretion and risk, and you will be solely responsible for any damage to your device or computer system, or loss of data resulting therefrom.

To the maximum extent permitted by law, notwithstanding anything to the contrary contained herein, our liability to you for any damages arising from or related to this agreement, will at all times be limited to a maximum of fifty U.S. dollars (u.s. \$50). The existence of more than one claim will not enlarge this limit. You agree that our suppliers will have no liability of any kind arising from or relating to this agreement.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Term and Termination

Subject to this Section, these Terms will remain in full force and effect while you use the Site. We may suspend or terminate your rights to use the Site at any time for any reason at our sole discretion, including for any use of the Site in violation of these Terms. Upon termination of your rights under these Terms, your Account and right to access and use the Site will terminate immediately. You understand that any termination of your Account may involve deletion of your User Content associated with your Account from our live databases. Company will not have any liability whatsoever to you for any termination of your rights under these Terms. Even after your rights under these Terms are terminated, the following provisions of these Terms will remain in effect: Sections 2 through 2.5, Section 3 and Sections 4 through 10.

Copyright Policy

Company respects the intellectual property of others and asks that users of our Site do the same. In connection with our Site, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination of users of our online Site who are repeated infringers of intellectual property rights, including copyrights. If you believe that one of our users is, through the use of our Site, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c)) must be provided to our designated Copyright Agent:

- (a) our physical or electronic signature;
- (b) identification of the copyrighted work(s) that you claim to have been infringed;
- (c) identification of the material on our services that you claim is infringing and that you request us to remove;
- (d) sufficient information to permit us to locate such material;
- (e) your address, telephone number, and e-mail address;
- (f) a statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
- (g) a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

General

These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us and/or by prominently posting notice of the changes on our Site. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid our dispatch of the e-mail containing such notice will nonetheless constitute effective notice



of the changes described in the notice. Any changes to these Terms will be effective upon the earliest of thirty (30) calendar days following our dispatch of an e-mail notice to you or thirty (30) calendar days following our posting of notice of the changes on our Site. These changes will be effective immediately for new users of our Site. Continued use of our Site following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes. Dispute Resolution. Please read this Arbitration Agreement carefully. It is part of your contract with Company and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

Applicability of Arbitration Agreement

All claims and disputes in connection with the Terms or the use of any product or service provided by the Company that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and the Company, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

Notice Requirement and Informal Dispute Resolution

Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute describing the nature and basis of the claim or dispute, and the requested relief. A Notice to the Company should be sent to: Herrenknecht AG; Schlehenweg 2; 77963 Schwanau; Germany. After the Notice is received, you and the Company may attempt to resolve the claim or dispute informally. If you and the Company do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award to which either party is entitled.

Arbitration Rules

Arbitration shall be initiated through the American Arbitration Association, an established alternative dispute resolution provider that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration except to the extent such rules are in conflict with the Terms. The AAA Consumer Arbitration Rules governing the arbitration are available online at adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearancebased arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearings. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last settlement offer that the Company made to you prior to the initiation of arbitration, the Company will pay you the greater of the award or \$2,500.00. Each party shall bear its own costs and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

Additional Rules for Non-Appearance Based Arbitration

If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.



Time Limits

If you or the Company pursues arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations and within any deadline imposed under the AAA Rules for the pertinent claim.

Authority of Arbitrator

If arbitration is initiated, the arbitrator will decide the rights and liabilities of you and the Company, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and the Company.

Waiver of Jury Trial

THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less expensive than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and the Company in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND THE COMPANY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

Waiver of Class or Consolidated Actions

All claims and disputes within the scope of this arbitration agreement must be arbitrated or litigated on an individual basis and not on a class basis, and claims of more than one customer or user cannot be arbitrated or litigated jointly or consolidated with those of any other customer or user.

Confidentiality

All aspects of the arbitration proceeding shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

Severability

If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

Right to Waive

Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

Survival of Agreement

This Arbitration Agreement will survive the termination of your relationship with Company.

Small Claims Court

Nonetheless the foregoing, either you or the Company may bring an individual action in small claims court.



Emergency Equitable Relief

Anyhow the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

Claims Not Subject to Arbitration

Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.

In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Netherlands County, California, for such purposes.

The Site may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, re-export, or transfer, directly or indirectly, any U.S. technical data acquired from Company, or any products utilizing such data, in violation of the United States export laws or regulations.

Company is located at the address in Section 10.8. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

Electronic Communications

The communications between you and Company use electronic means, whether you use the Site or send us emails, or whether Company posts notices on the Site or communicates with you via email. For contractual purposes, you

- (a) consent to receive communications from Company in an electronic form; and
- (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal obligation that such communications would satisfy if it were be in a hard copy writing.

Entire Terms

These Terms constitute the entire agreement between you and us regarding the use of the Site. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation". If any provision of these Terms is held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to Company is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Company may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

Your Privacy

Please read our Privacy Policy.

Copyright/Trademark Information

Copyright ©. All rights reserved. All trademarks, logos and service marks displayed on the Site are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.