

FELINE FIENDZ TERMS OF USE

Last Updated: May 18, 2022

The Feline Fiendz were set loose by the degens at Fiendz, LLC ("Fiendz" or "we" or "our") who are thrilled to welcome you to the Fiendz community and metaverse. These Terms of Use (the "Terms"), which should be read carefully and completely, govern your use of our website at <https://fiendz.io> (the "Website") and your purchase of Feline Fiendz Collectibles, as defined below. By using the Website or attempting to purchase a Feline Fiendz Collectible, you agree to these Terms, including Section 13 which contains a class action waiver and a mandatory arbitration provision that waives your right to sue in court or have a jury trial. If you do not agree to these Terms, do not use the Website or attempt to purchase a Feline Fiendz Collectible.

We reserve the right to change these Terms from time to time and if we do, we will give you notice of such changes through the Website, such as by updating the date at the top of these Terms and through alerts in our Discord server. Unless we say otherwise in our notice, the updated Terms will be effective immediately, and your continued use of the Website after we provide such notice will confirm your acceptance of the changes. If you do not agree to the updated Terms, you must stop using our Website.

If you have any questions about these Terms or the Website, just drop us a line at felinefiendz@gmail.com. For information about how we collect, use, share or otherwise process information about you, please see our Privacy Policy available at fiendz.io/privacy.

1. Website and Feline Fiendz Collectibles

The Website as used herein includes any services, features and functionality of the Website related to the purchase or sale of any blockchain-based, cryptographic non-fungible token ("NFT" or "Purchased NFT") which, together with the license rights to any associated digital artwork, whether or not copyrighted or copyrightable, and regardless of the format in which any of the foregoing is made available ("Related Art"), comprises and is referred to herein as a "Feline Fiendz Collectible".

No license rights are granted to you with respect to any other digital works of authorship and other content made available through the Website.

2. Eligibility

In order to use the Website, you must meet the following eligibility criteria:

You must not be located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country. You must not be listed on any United States government list of prohibited or restricted parties.

You must be at least 13 years of age.

If you are under 18 years of age (or the age of legal majority where you live), you may use the Website only under the supervision of a parent or legal guardian who agrees to be bound by these Terms. If you are a parent or legal guardian of a user under the age of 18 (or the age of legal majority), you agree to be fully responsible for the acts or omissions of such user in relation to our Website. If you use our Website on behalf of another person or entity, (a) all references to "you" throughout these Terms will include that person or entity, (b) you represent that you are authorized to accept these Terms on that person's or entity's behalf, and (c) in the event you or the person or entity violates these Terms, both you and the person or entity agree to be responsible to us.

3. Related Art

Each Feline Fiendz Collectible is a limited-edition digital asset comprised of a non-fungible token ("NFT") and associated Related Art. Related Art is licensed to you, not acquired by you when you acquire the Purchased NFT. Ownership of any Related Art is retained by Fiendz. **No ownership or title in or to any Related Art is transferred to you, and no other right or interest in any Related Art is transferred to you except for the limited license rights that are expressly set forth in this Agreement.** For clarification, the Related Art is neither stored nor embedded in the Feline Fiendz Collectible, but is accessible through the Feline Fiendz Collectible, subject to compliance with these Terms.

4. Fiendz Content

Unless otherwise stated, Fiendz owns the intellectual property rights published on this website, including all text, data, graphics, photographs, images, audio, video, trademarks, service marks, trade names and other information, visual or other digital material, software (including source and object codes) and all other content or any description available on the Site or available via a link from Site to a page created by Fiendz on another website (collectively, the "Fiendz Content"). The Fiendz Content is the sole property of Fiendz and/or its licensors, affiliates.

You acknowledge and agree that Fiendz and/or its **licensors and affiliates own all legal rights, title, interest in the Related Art associated with any Purchased NFTs, and all intellectual property rights, including but not limited to, trademark and copyright rights, therein.** Any rights provided to you upon purchase or ownership of a Purchased NFT are limited to those expressly stated herein. Fiendz reserves all rights and ownership to the Purchased NFTs and Art not specifically granted to the User in this Agreement.

5. Purchases of Feline Fiendz Collectibles

All pricing and payment terms are as shown on the Website, and any payment obligations you incur are binding at the time of purchase. All sales are final. Unless otherwise required by applicable law, we will not provide a refund on any purchase.

If you elect to purchase a Feline Fiendz Collectible through the Website, any financial transactions that you engage in will be conducted solely through the Ethereum network. We will have no insight into or control over these payments or transactions, nor do we have the ability to reverse any transactions. We will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage or any other transactions that you conduct via the Ethereum network.

Ethereum requires the payment of a transaction fee (a “Gas Fee”) for every transaction that occurs on the Ethereum network. The Gas Fee funds the network of computers that run the decentralized Ethereum network. This means that you will need to pay a Gas Fee for each transaction.

You represent and warrant that any purchase of a Feline Fiendz Collectible by you is solely for your personal collection, use and enjoyment, and not for speculative or investment purposes, for use as a substitute for currency or other medium of exchange, or for resale or redistribution. You acknowledge and understand that by purchasing a Feline Fiendz Collectible you are not acquiring any equity or other ownership or profit-sharing interest in Fiendz, or any of its affiliates or any brand or other business venture.

You will not portray any Feline Fiendz Collectible as an opportunity to gain economic benefit or profit, or as an investment, equity, or other ownership or profit-sharing interest in Fiendz, or any of its affiliates or any brand or other business venture. You will comply with any marketing policies or guidelines published by Fiendz for NFTs or Feline Fiendz Collectibles.

NOTE: LEGISLATIVE OR REGULATORY CHANGES AT THE STATE, FEDERAL OR INTERNATIONAL LEVEL MAY ADVERSELY AFFECT THE USE, TRANSFER, OR EXCHANGE OF THE FELINE FIENDZ COLLECTIBLES.

Fiendz and Developers, as well as their affiliates, licensors and designee(s), may be entitled to receive fees or royalties from your purchase or subsequent sales of a Feline Fiendz Collectible, which defray costs associated with licensing the Related Art, administration of the Feline Fiendz Collectible ownership and corresponding license rights, and making any Feline Fiendz community events available to you or subsequent holders of the Feline Fiendz Collectible.

6. User Ownership

Upon you assuming Ownership of a Purchased NFT and accepting the Terms of this Agreement, Fiendz shall grant you a non-exclusive, worldwide, royalty-free license to 1) use, display, or otherwise enjoy the Related Art of your Purchased NFT for your own personal use; 2) commercialize your Purchased NFT by producing and selling physical merchandise that portrays the Purchased NFT’s underlying Related Art in its entirety; 3) sell or transfer your Purchased NFTs to another party pursuant to Section 8 of this Agreement; and 4) use your Purchased NFT as part of a third-party website or application which permits the inclusion,

involvement, and/or participation for your Purchased NFTs, provided that the website or application cryptographically permits and verifies each NFT owner's rights and ownership to display the Related Art and the website or application ensures only the actual owner can display the Related Art.

You understand and agree that these rights are licensed solely to the rightful and legal Owner of the Purchased NFT. Your licensed rights to the Related Art will terminate upon the rightful and legal sale or transfer of your Purchased NFT in accordance with Sections 8 and 9 of this Agreement and the new Owner, upon their acceptance of the Terms of this Agreement, shall receive these licensed rights.

7. Restrictions

You understand and agree that this license does not permit the ability to create any digital merchandise. The creation and minting of any new NFTs which are derivatives of your Feline Fiendz Collectible are expressly prohibited without the written permission of Fiendz.

You understand and acknowledge that you may not, nor permit any third party to do or attempt to do the foregoing without the express prior written consent from Fiendz; (1) separate the Related Art from the Purchased NFT; (2) modify the Related Art in your Feline Fiendz Collectible in any way, including, without limitation, the shapes, designs, drawings, attributes, color schemes, or design elements of the Related Art; (3) produce any merchandise in connection with your Feline Fiendz Collectible that depicts illegality, hatred, intolerance, cruelty, discrimination, or otherwise harmful material to the Related Art and Fiendz Brand; (4) or attempt to trademark, copyright, or otherwise attempt to acquire additional intellectual property rights in the Related Art associated with your Purchased NFT.

8. Transfer

You have the limited right to transfer or sell your Purchased NFTs on an NFT Trading Platform, provided that the transferee or purchaser understands and accepts the terms of this Agreement and the terms of the NFT trading platform applicable Terms & Conditions and that prior to the transfer, you have not breached this Agreement or the Terms & Conditions of the NFT Trading Platform. Fiendz not responsible for any transactions between you and a third party, including using any NFT Trading Platform to transfer your Licensed NFTs. Fiendz shall have no responsibilities or liability with respect to any transfer you enact on any of these NFT Trading Platforms.

9. Termination of License.

The licensed rights granted to you in Section 6 of this Agreement shall automatically terminate if you perform any of the following actions: 1) you sell, trade, donate, or otherwise transfer your Purchased NFT in any manner; (2) you breach any terms of this Agreement or any Terms & Conditions for the designated NFT Trading Platform; or (3) you engage in or initiate any legal

actions against Fiendz and/or any of their affiliates, and each of their respective officers, directors, members, affiliates, agents, or employees.

Upon termination of your licensed rights, you must immediately cease and desist all activities and rights granted to you from Section 6. This includes ceasing all activities involving the Feline Fiendz Collectible for your own personal use and creating or selling physical merchandise that incorporates the Related Art of the Purchased NFT.

10. Assumption of Risk

You understand and agree that the Feline Fiendz Collectibles are made solely for entertainment purposes only. You agree and understand that that: (1) the market and prices for a blockchain asset are extremely volatile and subjective and collectible blockchain assets, such as the Purchased NFTs, have no inherent or intrinsic value, and fluctuations in the price of such blockchain assets could materially and adversely affect the price and value of your Purchased NFTs; (2) there are risks involved with using internet-based currency and asset, including, but not limited to, risk of hardware, software, internet connection failure, risk of malicious software, and risk that unauthorized parties may gain access to your personal information including such information and assets contained in your digital wallet or elsewhere; (3) internet-based currency and assets are not currently regulated by any regulatory regimes, and new regulations or policies that may materially affect the value of any Purchased NFTs; (4) there is an inherent risk that you may lose access due to loss of private keys, custodial error, or even purchaser error; (5) there are risks related to taxation; and (6) Fiendz does not make any guarantees or representations about the availability of the Purchased NFTs or the Related Art or that they will host the Purchased NFTs or the Related Art in any specific location for any specific period of time.

You agree that you have received sufficient information to make an informed decision regarding the decision to purchase or otherwise obtain the Purchased NFTs and that you understand and agree that you are solely responsible for determining the value, nature, and appropriateness of the above risks for yourself.

11. Prohibited Conduct

You agree that you will not violate any applicable law, contract, intellectual property right or other third-party right or commit a tort, and you are solely responsible for your conduct while using our Website.

You agree that you will not:

- a. copy, reproduce, distribute, publicly perform or publicly display all or portions of the Website, except as expressly permitted by us;
- b. modify our Website, remove any proprietary rights notices or markings, or otherwise make any derivative works based upon our Website;

- c. use our Services for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.

Enforcement of this Section 11 is solely at Fiendz's discretion, and failure to enforce this section in some instances does not constitute a waiver of our right to enforce it in other instances. In addition, this Section 11 does not create any private right of action on the part of any third party or any reasonable expectation that our Services will not contain any content that is prohibited by such rules.

12. Trademarks

Feline Fiendz and our logos, our product or service names, our slogans and the look and feel of our Website are trademarks of Fiendz and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned on our Website are the property of their respective owners. Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us.

13. Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Fiendz and our subsidiaries and affiliates, and each of our respective officers, directors, agents, partners and employees (individually and collectively, the "Fiendz Parties") from and against any losses, liabilities, claims, demands, damages, expenses or costs ("Claims") arising out of or related to

- a. Your access to or use of our Website (including, without limitation, Feline Fiendz Collectibles and Related Art);
- b. Your violation of these Terms (including, without limitation, the terms and conditions with respect to any Feline Fiendz Collectible or Related Art) or the License Agreement;
- c. Your violation, misappropriation or infringement of any intellectual property, privacy, or other rights of another; or
- d. Your conduct in connection with our Website. You will cooperate with the Fiendz Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys' fees). Fiendz Parties will have control of the defense or settlement, at Fiendz's sole option, of any third-party Claims.

14. Disclaimers

YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. EXCEPT AS OTHERWISE PROVIDED IN A WRITING BY US, THE WEBSITE AND ANY CONTENT IN THE WEBSITE, AND ANY AND ALL RELATED CONTENT, THIRD-PARTY CONTENT, BENEFIT AND DIGITAL

COLLECTIBLE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IN ADDITION, FIENDZ DOES NOT REPRESENT OR WARRANT THAT OUR WEBSITE, RELATED CONTENT, THIRD-PARTY CONTENT, BENEFITS OR ANY DIGITAL COLLECTIBLES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. WHILE FIENDZ ATTEMPTS TO MAKE YOUR USE OF OUR WEBSITE SAFE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT OUR SERVICES OR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF OUR SERVICES. WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY ACCESS TO OR USE OF ANY RELATED CONTENT, THIRD-PARTY CONTENT, BENEFIT OR DIGITAL COLLECTIBLE INCLUDING BUT NOT LIMITED TO ANY LOSS, DAMAGE OR CLAIM ARISING FROM: (A) USER ERROR SUCH AS INCORRECTLY CONSTRUCTED TRANSACTIONS OR MISTYPED ADDRESSES; (B) CORRUPTED WALLET FILES; OR (C) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE WEBSITE OR APPLICABLE BLOCKCHAIN.

THE FELINE FIENDZ COLLECTIBLES ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED ON THE BLOCKCHAIN NETWORK. ANY TRANSFER OF CONTROL THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE APPLICABLE BLOCKCHAIN NETWORK.

The Feline Fiendz Collectibles are currently available only on the Ethereum Blockchain. You will not be able to transfer your Feline Fiendz Collectibles to any digital wallet that is not compatible with the Ethereum Blockchain. In the event that you inadvertently transfer a Feline Fiendz Collectible to a digital wallet that is not compatible with the Ethereum Blockchain, your Feline Fiendz Collectible may be lost or destroyed.

The Feline Fiendz Collectibles are transferable blockchain-based non-fungible tokens that evidence a limited license to Related Art, and, in some cases, additional perks, that is exclusive to the owner and thereby collectible as a form of alienable digital property. Like physical collectibles, the price of non-fungible tokens may be subject to fluctuation based upon broader industry trends and sentiment.

Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of non-fungible tokens. Unlike cryptocurrencies and other fungible digital assets, non-fungible tokens are not used to make payments. Non-fungible tokens are not mutually interchangeable and cannot be divided into smaller parts. These design features limit the usefulness of non-fungible tokens as a form of payment or substitute for currency. Instead, non-fungible tokens are enjoyed as digital collectibles.

THERE IS NO GUARANTEED FUTURE VALUE FOR FELINE FIENDZ COLLECTIBLES. Any future value of a Feline Fiendz Collectible is based solely on consumer interest and demand for that Feline Fiendz Collectible and not something that Fiendz or any third party can control or will attempt to control or influence. We are not responsible for sustained losses due to vulnerability or any kind of failure, abnormal behavior of software (e.g., wallet, smart contract), the applicable blockchain or other third party service or infrastructure, including MetaMask, or any other features of Feline Fiendz Collectibles. We are not responsible for sustained losses due to late reports by developers or representatives (or no report at all) of any issues with the applicable blockchain supporting Feline Fiendz Collectibles including forks, technical node issues or any other issues having fund losses as a result.

Fiendz may experience cyber-attacks, unexpected surges in activity, or other operational or technical difficulties that may cause interruptions to or delays on the Website. You accept the risk of Website failure resulting from unanticipated or heightened technical difficulties, including those resulting from sophisticated attacks, and you agree not to hold us accountable for any related losses.

15. Disclaimer of Damages

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FIENDZ AND THE PRINCIPALS OF FIENDZ WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY—WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, OR OTHERWISE— FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES OR LOST PROFITS, EVEN IF FIENDZ OR THE OTHER FIENDZ PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. Limitation of Liability

YOU AGREE THAT OUR TOTAL, AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF (OR YOUR INABILITY TO ACCESS OR USE) ANY PORTION OF THE WEBSITE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, IS LIMITED TO THE GREATER OF (A) THE AMOUNTS YOU ACTUALLY PAID US UNDER THESE TERMS IN THE 12 MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE, OR (B) \$500.

The limitations set forth in Sections 11 and 12 will not limit or exclude liability for the gross negligence, fraud or intentional misconduct of Fiendz or the other Fiendz Parties or for any other matters in which liability cannot be excluded or limited under applicable law. Additionally, some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

17. Dispute Resolution; Binding Arbitration

Please read the following section carefully because it requires you to arbitrate certain disputes and claims with Fiendz and limits the manner in which you can seek relief from us, unless you opt out of arbitration by following the instructions set forth below. No class or representative actions or arbitrations are allowed under this arbitration provision. In addition, arbitration precludes you from suing in court or having a jury trial.

- 1. No Representative Actions.** You and Fiendz agree that any dispute arising out of or related to these Terms or our Website is personal to you and Fiendz and that any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding.
- 2. Arbitration of Disputes.** By using the Website, you agree that: (1) any claim, dispute, or controversy you may have against Fiendz or the Site arising out of, relating to, or connected in any way with this Agreement or any Feline Fiendz Collectibles purchased shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association ("AAA") and conducted before a single arbitrator pursuant to the applicable Consumer Rules and Procedures established by AAA ("Rules and Procedures"); (2) the claim or dispute must be brought within one (1) year of the first date of the event giving rise to such action (does not apply to New Jersey users) and the arbitration shall be held in Arlington, Virginia or at such other location as may be mutually agreed upon by you and Fiendz; (3) the arbitrator shall apply Virginia law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (4) there shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your and/or Fiendz's individual claims; and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated (this does not apply to New Jersey users); (5) both parties will bear their own costs of representation and filing for the dispute; (6) where possible and allowed for under the AAA Rules and Procedures both parties shall be entitled to appear electronically or telephonically for all proceedings; and (7) with the exception of subpart (4) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures established by AAA, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (4) is found to be invalid, unenforceable, or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither you nor Fiendz shall be entitled to arbitrate their dispute. For more information on AAA and its Rules and Procedures, users may visit the AAA website at <http://www.adr.org>. In the event that any portion of this arbitration provision is found to be unenforceable or void, both parties agree to settle any disputes arising out of this Agreement in a court of competent jurisdiction located in or near Arlington, Virginia.

14. Governing Law and Venue

Any dispute arising from these Terms and your use of our Services will be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration will be resolved in the state or federal courts located in Arlington County, Virginia and you consent to jurisdiction and venue in such courts.

15. Modifying and Terminating our Services

We reserve the right to modify our Website or to suspend or stop providing all or portions of our Website at any time. You also have the right to stop using our Website at any time. We are not responsible for any loss or harm related to your inability to access or use our Website.

16. Severability

If any provision or part of a provision of these Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

17. Relationship of these Terms and License Agreement

The License Agreement, and any other terms that may be provided with or that you may otherwise agree to in connection with any particular Feline Fiendz Collectible, are incorporated into, and made a part of, these Terms by this reference. Fiendz is not a party to any third-party terms and will not have any responsibility or liability for, arising out of, or relating to any third-party terms.

Notwithstanding anything else in any License Agreement, these Terms supplement the License Agreement and these Terms will apply to any exercise of any license in or to any Related Art, any transfer of any Feline Fiendz Collectible or any other use or disposition of any Feline Fiendz Collectible; provided that in the event of any conflict or inconsistency between these Terms and any License Agreement, the License Agreement will govern. For avoidance of doubt, and notwithstanding anything else in these Terms or the License Agreement, if you breach any obligation that you may have to make payments to Fiendz pursuant to any License Agreement or these Terms, such breach shall constitute a breach of any and all of these Terms and the License Agreement.

Subject to the foregoing provisions of this Section 17, these Terms constitute the entire agreement between you and Fiendz relating to your access to and use of our Services.

18. Miscellaneous

Notwithstanding any other provisions of these Terms, Sections 4 through 18 survive any expiration or termination of these terms. The failure of Fiendz to exercise or enforce any right or provision of these Terms will 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. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree that communications and transactions between us may be conducted electronically. These Terms may not be transferred, assigned or delegated by you, by operation of law or otherwise, without our prior written consent, and any attempted transfer, assignment or delegation without such consent will be void and without effect. We may freely transfer, assign or delegate these Terms or our Website, in whole or in part, without your prior written consent.