

Terms of Use

These Website Terms of Use have been updated on April 24, 2021. By accessing and using Softplug Plugins following such an update, you indicate that you have read and agree to the updated terms and conditions of these Website Terms of Use.

Welcome to Softplug Plugins. Softplug Plugins include [Softplug Website](#) and any other Internet sites on which these Terms of Use are posted. The Sites are operated, managed and provided by Softplug Plugins. Softplug and any and all entities that are controlled by, or are affiliated or under common control with Softplug are collectively referred to herein as 'Softplug', 'our', 'us' or 'we'.

PLEASE READ THESE TERMS OF USE (the 'TERMS') CAREFULLY BEFORE USING ANY SOFTPLUG.

1. Services

- 1.1. The Sites provide you with information, and various tools, features and functionality, and enable you to create, maintain and administer a range of applications such as mobile and/or web applications, as well as other solutions, products, services, Content and forums to interact with other users via specific programs and blogs (the 'Services'). 'Content' means data, information, graphics, links, web pages, signs, images, software and code, texts, photos, audio or video, sounds, visual works, musical works, works of authorship, and components.
- 1.2. Additionally, your use of certain Services and Content may also be subject to disclaimers, legal notices, terms, click through agreements or other legal agreements (collectively, 'Additional Terms'). These Additional Terms may be posted on the Sites or sections of the Sites where applicable. As a result, certain Services may not be accessible by you until you agree to the applicable Additional Terms. These Terms and, where applicable, the Additional Terms, form a legally binding agreement between you and us regarding your access to and use of the Sites, Services and any Content. In the event of any conflict or inconsistency between these Terms and any Additional Terms, the Additional Terms shall prevail. The Services are provided for your convenience only without any obligation by Softplug to provide any technical support or any other type of assistance.

2. Changes and Notices. We reserve the right, at our discretion, to amend these Terms and/or to modify, change or discontinue any part or all of the Sites and/or the Services, at any time without notice to you. Please check these Terms periodically for changes. If we materially modify these Terms, we will post the modification on the Sites. We will also update the 'Last Updated Date' at the bottom of this page. The revised Terms will be effective when posted to the relevant Sites. You may access the updated Terms by clicking on each Sites'

terms of use which are included on the bottom of each web page of the Sites. By continuing to use the Sites after we have posted changes to the Terms, you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Sites.

3. Sites Access; Use.

3.1. We hereby grant you permission to use the Sites, provided that you:

- 3.1.1. comply in full with these Terms;
- 3.1.2. not copy, distribute or modify any part of the Sites without our prior written authorization;
- 3.1.3. not send unsolicited or unauthorized advertisements, spam, chain letters, etc.; and
- 3.1.4. not disrupt servers or networks connected to the Sites.

3.2. You agree not to:

- 3.2.1. access or use the Sites, Services and/or Content in any manner that could damage, disable, overburden, or impair any of our accounts, computer systems or networks; and
- 3.2.2. attempt to gain unauthorized access to any parts of the Sites, Services and/or Content, computer systems or networks. You agree not to interfere or attempt to interfere with the proper working of the Sites or any of our accounts, computer systems or networks.

3.3. Access to and use of password protected or secure areas of the Sites is restricted to authorized users only.

3.4. You agree not to use or launch any automated system, including without limitation, 'robots', 'crawlers', 'spiders', and/or 'offline readers' that accesses the Sites in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. We grant the operators of public search engines permission to use spiders to copy materials from the Sites for the sole purpose of creating publicly available searchable indices of the materials, but not to cache or archive such materials.

3.5. You agree not to collect or harvest any personally identifiable information, including account names or e-mail addresses, from the Sites, nor to use the communication systems provided by the Sites for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Sites with respect to their User Submissions (as defined below) or otherwise.

3.6. Certain of our Services permit commercial use as specifically stipulated in connection with such Services. All commercial use of the Sites and/or

Services must be in accordance with the terms herein and the specific terms pertaining to those Services. Illegal and/or unauthorized use of the Sites, Services and/or any Content, or any portion thereof, including, but not limited to, unauthorized framing of or linking to the Sites is prohibited. Any such use shall be deemed to be a violation of these Terms.

4. Accounts and Passwords.

- 4.1. In order to access some features of the Sites, you will have to create an account. By creating your account, you agree to provide true, accurate, current and complete information about yourself as prompted by our registration processes, and to maintain and update your information, as needed. You agree not to share your account, password or other account information. You may not use another user's account without obtaining prior written permission. You shall not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person's username, password or other account information, or another person's name, likeness, voice, image or photograph.
- 4.2. You are solely responsible for maintaining the confidentiality of your account, password or other account information and for any activity that occurs on your account, and you must keep your account password secure. You must notify us immediately of any breach of security or unauthorized use of your account or any other breach of security that you become aware of involving or relating to your account. You will be liable for any use of your account or password, including without limitation, our losses due to any unauthorized use of your account. We will not be liable for any losses incurred by you or anyone on your behalf caused due to any unauthorized use of your account.
- 4.3. You agree to notify us immediately of any unauthorized use of your account, password or other account information.

5. Ownership and Licenses – Softplug.

- 5.1. Softplug retains all right, title and interest in and to the Sites, Services and Content, and any derivatives thereof, including any Intellectual Property Rights contained and/or made available therein or in connection thereto (collectively, the Softplug IP'). As used herein, 'Intellectual Property Rights' means inventions and patents of any type, design rights, utility models or other similar invention rights, copyrights, trademarks, service marks, trade names, trade dress, logos, trade secret or confidentiality rights, and any other intangible property rights including in software code, design, layout, 'look & feel', processes, arrangements, databases and applications for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter led, issued, or acquired.
- 5.2. All use of the Softplug IP shall inure to the benefit of the Softplug, and you

shall not: (i) contest, or assist others to contest, our rights or interests in and to the Softplug IP or the validity of our rights in and to the Softplug IP and all applications, registrations or other legally recognized interests therein, or (ii) seek to register, record, obtain or attempt to pursue any Intellectual Property Rights or other proprietary rights or protections in or to said Softplug IP. All rights in the Softplug IP which are not expressly granted herein are reserved by the Softplug. You hereby agree to assign and do assign to the Softplug any modifications, derivative works or substitutes of any Services and/or Content made by you in contravention of the foregoing limitation.

- 5.3. You agree not to remove, obscure or alter any notices of Intellectual Property Rights or disclaimers appearing in or on the Sites, Services and/or Content.
- 5.4. Use of the Softplug copyrights, trademarks, service marks, trade names, trade dress, logos or other brand features (collectively 'Brand Features') are wholly owned by the applicable company of the Softplug. Any use of the Brand Features, and any goodwill therefrom, shall inure to the Softplug benefit, and shall be subject to the Softplug Brand Features' Guidelines.
- 5.5. To the extent that we solicit User Submissions (defined below) through features or activities on or through the Sites (including games, sweepstakes, contests, promotions and blogs that require the use of our Softplug IP (in whole or in part), we hereby grant you a non-exclusive license as required solely for the purpose of creating your User Submissions; and subject to the terms of 6.2 herein.

6. Ownership, Licenses and Rules – User Submissions.

- 6.1. Some sections of the Sites (such as message boards, blogs, forums, sweepstakes or comments) may provide you and other visitors of the Sites with the opportunity to submit, post, display, transmit and/or exchange information, ideas, texts, opinions, photographs, images, video, musical compositions (including lyrics), sound recordings, characterizations, creative works or other information, messages, transmissions or materials, including your name and likeness, to the Softplug or others (collectively, 'User Submission').
- 6.2. By posting, submitting or uploading User Submission to any part of the Sites, you represent and warrant that it complies with these Terms, and you acknowledge and agree that you are granting the Softplug, a perpetual, irrevocable, unlimited, worldwide, royalty-free, transferable (in whole or part), sublicensable, right and license to (the 'User Submission License'):
 - 6.2.1. use, reproduce, copy, display, create derivative works from, license, modify, adapt, publish, translate, distribute, perform, exhibit, host, cache, store, archive, index, categorize, comment on, tag, transmit,

broadcast, edit, modify, synchronize with visual material, incorporate in other works in any form, media, or technology now known or later developed, for the full term of any rights that may exist in such User Submission and transcode the User Submission to appropriate media formats, standards or mediums (in each of the foregoing cases, in whole or in part); and

6.2.2. offer to sell, sell, lease, assign and otherwise transfer to third parties the right to use, exhibit and otherwise use, exploit or distribute the User Submission (in whole or in part and as altered by the Softplug in its sole discretion) throughout the world in perpetuity, in any and all media, whether now existing or hereafter developed, without compensation to you for any and all purposes including entertainment, news, advertising, promotional, marketing, publicity, trade or commercial purposes, all without further notice to you, with or without attribution to you, and without the requirement of any permission from or payment to you or to any other person or entity.

6.2.3. You represent and warrant that:

6.2.3.1. you have the right and authority to grant the User Submission License to us;

6.2.3.2. our exercise of the rights granted pursuant to the User Submission License will not infringe or otherwise violate any third party rights; and

6.2.3.3. all so-called 'moral rights' in the User Submission have been waived to the fullest extent allowed by law.

6.3. Subject to the User Submission License you grant to the Softplug hereunder, you shall continue to retain all rights in and to your User Submission. Nothing in these Terms shall limit you from selling or licensing your User Submission to any other person or entity.

6.4. You represent and warrant to the Softplug that your User Submission is original work made or created by you or that you have all right, title, and/or authority to grant the User Submission License to the Softplug. In addition, you represent and warrant that your User Submission does not infringe or violate any rights of any third party or entity, including, without limitation, copyright, trademark, defamation, privacy, publicity or any other similar right. If your User Submission include images, photos or video of individuals other than you, then before you post such User Submission, you warrant that you have the express consent of everyone who appears in the User Submission in order to submit the User Submission for use, exhibition and other exploitation in any manner and in any and all media, whether now existing or hereafter discovered, throughout the world, in perpetuity. If you submit an image of someone who is under 18 years of age who is not your child, you must have the

permission of that child's parent or legal guardian.

- 6.5. You grant the User Submission License to the Softplug whether or not your User Submission (or any part thereof) is actually posted on the Sites or used by the Softplug. You acknowledge and agree that the Softplug may, at its sole discretion, elect to post or not post your User Submission on any Sites, or to remove your User Submission from any Sites after it has been posted or published, at any time, for any reason and without notice, and not to use, exhibit or otherwise exploit your User Submission in any manner whatsoever. You further acknowledge and agree that you post, submit or upload your User Submission voluntarily, and not in confidence, and that no confidential relationship is intended or created between the Softplug, and/or any other person or entity, on the one hand, and you, on the other hand, by your submission of the User Submission.
- 6.6. You are solely responsible for your User Submission and any consequences of posting or publishing it on the Sites whether as part of a message board, forum, blog or otherwise. These sections of the Sites are public and not private, and you acknowledge and agree that you have no expectation of privacy with respect to any User Submission posted or published in any such section of the Sites. Please carefully consider the User Submission you choose to post on any section of the Sites. You should not include personal information such as your full name, telephone number or street address as part of your User Submission. We cannot guarantee the security of any information you disclose through the Sites; you make such disclosures at your own risk.
- 6.7. You agree that your User Submission (or any content made available therein) will not:
 - 6.7.1. be unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
 - 6.7.2. create a risk to a person's safety or health, to public safety or health, compromises national security, or interferes with an investigation by any law enforcement;
 - 6.7.3. promote illegal drugs, violates export control laws, relate to gambling, or arms trafficking;
 - 6.7.4. be unlawful, defamatory, abusive, libelous, threatening, harmful, vulgar, obscene, profane, pornographic, harassing, hateful, inaccurate, racially or ethnically offensive, or otherwise objectionable material or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any applicable local, state, national or international law or regulation;
 - 6.7.5. infringe or violate any right of a third party including:
 - 6.7.5.1. copyright, patent, trademark, trade secret or other proprietary

or contractual rights or rights for privacy; or

6.7.5.2. any confidentiality obligation;

6.7.6. contain any virus or other harmful component, or otherwise tamper with, impair or damage the Sites or any connected network, or otherwise interfere with any person or entity's use or enjoyment of the Sites; or

6.7.7. include any 'aming', 'spamming', 'ooding' and/or 'trolling' mechanism, as those terms are commonly understood and used on the Internet.

6.8. You understand that when using the Sites, you may be exposed to User Submissions, from a variety of sources, that may be inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against us with respect thereto, and agree to indemnify and hold us harmless to the fullest extent allowed by law regarding all matters related to your User Submissions.

6.9. We do not permit copyright infringing activities and infringement of Intellectual Property Rights on our Sites, and we will remove all content and User Submissions, if properly notified in accordance with our Copyright Policy, that infringe on any person or entity's Intellectual Property Rights.

6.10. Further, while the Softplug has no obligation to monitor the Sites and/or to screen or review User Submissions prior to or after its posting to any area of the Sites, we do reserve the right to review the Sites and User Submissions and to monitor all use of and activity on the Sites, and to remove or choose not to make available on or through the Sites any User Submission at our sole discretion. In addition, we will cooperate fully with any law enforcement officials and/or agencies in the investigation of any person or persons who violates these Terms.

6.11. As part of the submission process of any User Submission to any message board, blog or forum or any other area on the Sites, you may be required to provide your e-mail address and you may receive notification via e-mail whenever a new post was submitted in any such areas.

6.12. You are solely responsible for any interaction with other users or visitors of the Sites. We reserve the right but shall have no obligation to monitor disputes between you and any other user or visitor of the Sites.

6.13. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, BY POSTING, SUBMITTING, OR UPLOADING A USER SUBMISSION TO ANY MESSAGE BOARD, BLOG, FORUM, SWEEPSTAKES, OR ANY OTHER AREA ON THE SITES, YOU HEREBY EXPRESSLY PERMIT SOFTPLUG TO IDENTIFY YOU AS

THE CONTRIBUTOR OF SUCH USER SUBMISSION IN ANY PUBLICATION IN ANY FORM, MEDIA OR TECHNOLOGY NOW KNOWN OR LATER DEVELOPED IN CONNECTION WITH YOUR USER SUBMISSION, UNLESS YOU OTHERWISE NOTIFY THE SOFTPLUG AT THE TIME YOU SUBMIT YOUR USER SUBMISSION THAT YOU DO NOT WISH TO BE IDENTIFIED.

7. Privacy

- 7.1. The privacy policy posted on the Site explains how we access, collect and use information that is generated by your use of that Site, Services and/or Content. By using the Site where these Terms are posted, you consent to our use of your data in accordance with the relevant privacy policy.
- 7.2. Certain third party service providers operating on our behalf may collect information about you from our Sites using cookies. These third party service providers use the information they collect to deliver relevant ads to you while you visit certain pages of these Sites. Any third parties using cookies on our Site(s) to collect information about you are required to comply with applicable privacy laws and practices. More information about these third party service providers' activities can be found at <https://softplug.github.io/website/>
- 7.3. You agree that we may access, preserve and disclose your information and/or User Submission if we reasonably believe that it is required to:
 - 7.3.1. comply with applicable law, regulation, legal process, subpoena or governmental request;
 - 7.3.2. enforce these Terms, including investigation of potential violations of it;
 - 7.3.3. detect, prevent, or otherwise address fraud, security or technical issues;
 - 7.3.4. respond to claims that any User Submission violates the rights of third parties; or
 - 7.3.5. respond to user support requests.
- 7.4. Specifically, we may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Sites, Services or any Content, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) our rights or property, or the rights or property of visitors to or users of the Sites, including our customers. We reserve the right at all times to disclose any information that we deem necessary to comply with any applicable law, regulation, legal process or governmental request. We also may disclose your information when we determine that applicable law requires or permits such disclosure,

including exchanging information with other companies and organizations for fraud protection purposes. In addition, we may disclose your information in the event Softplug goes through a business transition such as a merger, acquisition by another company, consolidation, change of control, reorganization, bankruptcy, or sale of all or a portion of its assets. In any such event, your information will be among the assets transferred.

8. **Links :** The Sites, Services and/or Content may contain links to independent third party websites and to information provided on such independent third party websites. These independent third party websites are provided solely as a convenience to you and other visitors of the Sites, and are not under our control. Softplug is not responsible for and does not endorse the content of such independent third party websites, including any content, information or services contained on such independent third party websites, nor is it responsible for any changes or updates to such independent third party websites. You will need to make your own independent judgment regarding your interaction with these independent third party websites. You agree that the Softplug shall not be directly or indirectly responsible or liable for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any content, information or services available on or through any such independent third party websites.
9. **Disclaimer** THE SITES, SERVICES AND CONTENT ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. THE SOFTPLUG PLUGINS DOES NOT GUARANTEE THAT THE SITES, SERVICES OR ANY CONTENT WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITES, SERVICES AND/OR CONTENT WILL PROVIDE SPECIFIC RESULTS. ALL INFORMATION PROVIDED ON THE SITES, SERVICES AND CONTENT IS SUBJECT TO CHANGE WITHOUT NOTICE. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE SOFTPLUG PLUGINS DISCLAIMS ALL WARRANTIES, OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS, AVAILABILITY, SECURITY OR COMPATIBILITY. THE SOFTPLUG PLUGIN DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SITES, SERVICES AND/OR CONTENT. YOU ASSUME THE TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITES, SERVICES, CONTENT AND ANY SITES LINKED THERETO. YOUR SOLE REMEDY AGAINST SOFTPLUG PLUGINS FOR DISSATISFACTION WITH THE SITES, SERVICES AND/OR CONTENT IS TO STOP USING THE SITES, SERVICES OR ANY SUCH CONTENT.
10. The above disclaimer applies to any and all damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect,

delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action. We reserve the right to do any of the following, at any time, without notice:

- 10.1. modify, suspend or terminate the operation of or access to the Sites, Services and/or Content or any portion thereof, for any reason;
 - 10.2. modify or change the Sites, Services and/or Content or any portion thereof, and any applicable policies or terms related thereto; and
 - 10.3. interrupt the operation of the Sites, Services and/or Content or any portion thereof, as necessary to perform routine or non-routine maintenance, error correction, or other changes.
11. Limitation of Liability EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT WILL SOFTPLUG PLUGINS BE LIABLE TO YOU FOR ANY AND ALL DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, PUNITIVE DAMAGES OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, REVENUE, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, EVEN IF SOFTPLUG PLUGINS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF OR RESULTING FROM:
- 11.1. THE USE OR THE INABILITY TO USE THE SITES, SERVICES OR CONTENT;
 - 11.2. THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES ARISING OUT OF YOUR USE OR INABILITY TO USE THE SITES, SERVICES OR CONTENT; OR
 - 11.3. ANY OTHER MATTER RELATING TO THE SITES, SERVICES OR CONTENT. IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THESE TERMS, SOFTPLUG PLUGINS IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH YOUR USE OF THE SITES, SERVICES OR CONTENT, SOFTPLUG PLUGIN'S LIABILITY SHALL IN NO EVENT EXCEED THE AMOUNT OF US\$50. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY, SUCH AS FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION

MAY NOT APPLY TO YOU.

12. Indemnification You agree to defend, indemnify and hold harmless Softplug, and its respective officers, directors, employees and agents, licensors, licensees, distributors, agents, representatives and other authorized users, and each of Softplug entities' respective resellers, distributors, service providers and suppliers (collectively, the 'Indemnified Parties') from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) incurred by the Indemnified Parties in connection with or arising from:
 - 12.1. your use of the Sites, the Services and/or the Content;
 - 12.2. your violation of these Terms and/or any Additional Terms;
 - 12.3. your violation of any third party right, including without limitation any copyright, property, publicity or privacy right; or
 - 12.4. any claim that one of your User Submissions caused damage to a third party. You shall use your best efforts to cooperate with us in the defense of any claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by you.
13. Export Restrictions. You agree to comply fully with all U.S. export laws and regulations to ensure that the Sites, the Services or the Content are not exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. Furthermore, you agree you will not export or re export the Sites, the Services or the Content to any U.S. embargoed country. By accessing, using or downloading the Sites, the Services or the Content (as applicable), you further represent and warrant that:
 - 13.1. 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
 - 13.2. you are not listed on any U.S. Government list of prohibited or restricted parties.
14. Termination
 - 14.1. We may limit, suspend or terminate your account and/or your ability to access the Sites and your use of the Sites or any areas of the Sites, Service or any Content provided on or through the Sites, in our sole discretion, immediately and/or limit, suspend or terminate any future access, with or without cause for your failure to fully comply with these Terms and/or the applicable Additional Terms. You agree that we shall not be liable to you or any

third-party for any limitation, suspension or termination of your access to or use of the Sites, Services or any Content.

- 14.2. You agree that in the event we discontinue, terminate or suspend your account, you shall not attempt to re-register with or access the Sites or Services through use of a different user name or otherwise.
- 14.3. You also agree that any violation by you of these Terms will constitute an unlawful and unfair business practice, and will cause irreparable harm to Softplug, for which monetary damages would be inadequate, and you consent to Softplug obtaining any injunctive or equitable relief that we deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies we may have at law or in equity.
- 14.4. If any member of Softplug does take any legal action against you as a result of your violation of these Terms, such member will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to such member of Softplug. You agree that we will not be liable to you or to any third party for termination of your access to the Sites or the Services as a result of any violation of these Terms.
15. General You agree that any action at law or in equity arising out of or relating to these Terms, the Privacy Policy and the relationship between you and us shall be governed by and construed in accordance with the laws of the State of New York, without regard to its principles of conflict of laws. You agree to submit to the personal and exclusive jurisdiction of the federal and state courts located in New York, New York and waive any jurisdictional, venue, or inconvenient forum objections to such courts. These Terms, together with the Privacy Policy and any Additional Terms (collectively, the 'Complete Terms') shall constitute the entire agreement between you and us in connection with or in relation to the Sites, the Services and any Content. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. In these terms of use, the word 'including' is used illustratively, as if followed by the words but not limited to. You may not assign your rights under this Terms to any party without Softplug's consent. Softplug may assign or transfer these Terms or any rights or delegate any obligations of Softplug hereunder to any third party at its sole discretion and without providing any notice to you nor obtaining

your consent. Softplug will be released of all rights or liabilities under these Terms upon consummation of such assignment, transfer or delegations.

16. Survival Your confidentiality and indemnification obligations hereunder, and the terms of Sections, 7, 10, 11, 12, 15 and this Section 16 shall survive the termination of your access and use of the Sites.
17. Report If you believe that your legal rights have been violated while using our Sites, Services and/or any Content, please contact us.

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