



## **USER AGREEMENT TERMS & CONDITIONS**

[[www.MARQUERENEWAL.com](http://www.MARQUERENEWAL.com)]

Last updated [month day, year]

***PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY***

### **AGREEMENT TO TERMS**

This User Agreement, the Kashish IP Group's (hereafter called KIPG) Marque Renewal Platform Access Agreement is hereby incorporated into the terms on which we (KIPG) offer you access to, and use of, our Platform. In any conflict or inconsistency between any terms and the terms of this User Agreement, this User Agreement shall apply. You agree to comply with all of the terms mentioned while accessing or using the Platform.

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and [Kashish IP Group (KIPG)] ("we," "us" or "our"), concerning your access to and use of the Marque Renewal online platform [[www.marquerenewal.com](http://www.marquerenewal.com)] web Platform as well as any other media form, media channel, mobile web Platform or mobile application related, linked, or otherwise connected thereto (collectively, the "Platform"). You agree that by accessing the platform, you have read, understood, and agreed to be bound by all of these Terms and Conditions of Use. IF YOU DO NOT AGREE WITH ALL THESE TERMS AND CONDITIONS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE PLATFORM AND YOU MUST DISCONTINUE USE IMMEDIATELY.

We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these Terms and Conditions and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the Platform after the date such revised Terms are posted.

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The information provided on the Platform is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those individuals who choose to access the Platform from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

### **INTELLECTUAL PROPERTY RIGHTS**

Unless otherwise indicated, the Platform is our proprietary property and all source code, databases, functionality, software, web Platform designs, audio, video, text, photographs, and graphics on the Platform (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of Mauritius, foreign jurisdictions, and international conventions. The Content and the Marks are provided on the Platform “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Platform and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Platform, you are granted a limited right to access and use the Platform and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Platform, Content and the Marks.

### **USER REPRESENTATIONS**

By using the Platform, you represent and warrant that: [(1) all registration information you submit will be true, accurate, current, and complete;(2) you will maintain the accuracy of such information and promptly update such registration information as necessary;](3) you have the legal capacity and you agree to comply with these Terms of Use; (4) you will not access the Platform through automated or non-human means, whether through a bot, script or otherwise;



(5) you will not use the Platform for any illegal or unauthorized purpose; (6) your use of the Platform will not violate any applicable law or regulation; and (7) you will not replicate, copy, duplicate, facsimile the content of the Platform.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Platform (or any portion thereof).

### **USER REGISTRATION**

You may be required to register with the Platform. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

### **PROHIBITED ACTIVITIES**

You may not access or use the Platform for any purpose other than that for which we make the Platform available. The Platform may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Platform, you agree not to:

1. Systematically retrieve data or other content from the Platform to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. Make any unauthorized use of the Platform, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
3. Circumvent, disable, or otherwise interfere with security-related features of the Platform, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Platform and/or the Content contained therein.
4. Engage in unauthorized framing of or linking to the Platform.
5. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;



6. 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.
7. Interfere with, disrupt, or create an undue burden on the Platform or the networks or services connected to the Platform.
8. Attempt to impersonate another user or person or use the username of another user.
9. Sell or otherwise transfer your profile.
10. Use any information obtained from the Platform in order to harass, abuse, or harm another person.
11. Use the Platform as part of any effort to compete with us or otherwise use the Platform and/or the Content for any revenue-generating endeavor or commercial enterprise.
12. Decipher, decompile, disassemble, or reverse engineer of the software comprising or in any way making up a part of the Platform.
13. Attempt to bypass any measures of the Platform designed to prevent or restrict access to the Platform, or any portion of the Platform.
14. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Platform to you.
15. Delete the copyright or other proprietary rights notice from any Content.
16. Copy or adapt the Platform's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
17. 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 Platform or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Platform.
18. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "PCMS").
19. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Platform, or using or launching any unauthorized script or other software.



20. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Platform.
21. Use the Platform in a manner inconsistent with any applicable laws or regulations. 22. [other]

### **USER GENERATED CONTRIBUTIONS**

The Platform may invite you to chat, contribute to, or participate in blogs, rendering legal information for jurisdictional laws, practices and procedure, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Platform, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

1. The creation, distribution, transmission, display on platform, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
2. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Platform, and other users of the Platform to use your Contributions in any manner contemplated by the Platform and these Terms of Use.
3. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Platform and these Terms of Use.
4. Your Contributions are not false, inaccurate, or misleading.
5. Your Contributions do not violate any applicable law, regulation, or rule.
6. Your Contributions do not violate the privacy or publicity rights of any third party.
7. Your Contributions do not otherwise violate, or link to material that violates any provision of these Terms of Use, or any applicable law or regulation.



Any use of the Platform in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Platform.

### **CONTRIBUTION LICENSE**

By posting your Contributions to any part of the Platform [or making Contributions accessible to the Platform by linking your account from the Platform to any of your social networking accounts], you automatically grant, and you represent and warrant that you have the right to grant to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Platform. You are solely responsible for your Contributions to the Platform and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on the Platform; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.



## **GUIDELINES FOR REVIEWS**

We may provide you with areas on the Platform to leave reviews or ratings. While posting a review, you must comply with the following criteria: (1) you should have firsthand experience with the person/entity being reviewed; (2) your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language; (3) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; (4) your reviews should not contain references to illegal activity; (5) you should not be affiliated with competitors if posting negative reviews; (6) you should not make any conclusions about the legality of conduct; (7) you may not post any false or misleading statements; and (8) you may not organize a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews in our sole discretion.

## **MOBILE APPLICATION LICENSE Use License**

If you access the Platform via a mobile application, then we grant you a revocable, nonexclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Terms of Use. You shall not: (1) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application; (3) violate any applicable laws, rules, or regulations in connection with your access or use of the application; (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application; (5) use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (6) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time; (7) use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application; (8) use the application to send automated queries to any web Platform or to send any unsolicited commercial e-mail; or (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.





### **Apple and Android Devices**

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an “App Distributor”) to access the Platform: (1) the license granted to you for our mobile application is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor’s terms of service; (2) we are responsible for providing any maintenance and support services with respect to the mobile application as specified in the terms and conditions of this mobile application license contained in these Terms of Use or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application; (3) in the event of any failure of the mobile application to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application; (4) you must comply with applicable thirdparty terms of agreement while using the mobile application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the mobile application; and (5) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Terms of Use, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application license contained in these Terms of Use against you as a third-party beneficiary thereof.

### **PLATFORM MANAGEMENT**

We reserve the right, but not the obligation, to: (1) monitor the Platform for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Platform or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Platform in





a manner designed to protect our rights and property and to facilitate the proper functioning of the Platform.

### **PRIVACY POLICY**

We care about data privacy and security. Please review our Privacy Policy [[CLICK HERE](#)]. By using the Platform, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use. Please be advised the Platform is hosted in Mauritius. If you access the Platform from the European Union, Asia, or any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in Mauritius, then through your continued use of the Platform or Services, you are transferring your data to Mauritius, and you expressly consent to have your data transferred to and processed in Mauritius.

### **TERM AND TERMINATION**

These Terms of Use shall remain in full force and effect while you use the Platform. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE PLATFORM (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE PLATFORM OR DELETE [YOUR ACCOUNT AND] ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

### **MODIFICATIONS AND INTERRUPTIONS**

We reserve the right to change, modify, or remove the contents of the Platform at any time or for any reason at our sole discretion without notice. However, we have no obligation to update



any information on our Platform. We also reserve the right to modify or discontinue all or part of the Platform without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Platform.

We cannot guarantee the Platform will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Platform, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Platform at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Platform during any downtime or discontinuance of the Platform. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Platform or to supply any corrections, updates, or releases in connection therewith.

#### **GOVERNING LAW**

These Terms of Use and your use of the Platform are governed by and construed in accordance with the laws of Mauritius applicable to agreements made and to be entirely performed within Mauritius without regard to its conflict of law principles.

#### **DISPUTE RESOLUTION**

##### **□ Informal Negotiations**

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least **90** days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

##### **□ Binding Arbitration**

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. The arbitration shall be commenced and conducted under the Mauritian



International Arbitration Act, 2008. Your arbitration fees and your share of arbitrator compensation shall be governed, and where appropriate, limited by the Mauritian International Arbitration Act, 2008 [If such costs are determined by the arbitrator to be excessive, we will pay all arbitration fees and expenses.] The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable Mauritian International Arbitration Act 2008, the arbitration will take place in Mauritius. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the courts located in Mauritius and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction.

In no event shall any Dispute brought by either Party related in any way to the Platform be commenced more than 1 month after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

#### **CORRECTIONS**

There may be information on the Platform that contains typographical errors, inaccuracies, or omissions that may relate to the Platform, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Platform at any time, without prior notice.

#### **DISCLAIMER**

The platform is provided on an as-is and as-available basis. You agree that your use of the platform services will be at your sole risk. To the fullest extent permitted by law, we disclaim all



warranties, express or implied, in connection with the platform and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranties or representations about the accuracy or completeness of the platform's content or the content of any webplatforms linked to this platform and we will assume no liability or responsibility for any (1) errors, mistakes, or inaccuracies of content and materials, (2) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the platform, (3) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (4) any interruption or cessation of transmission to or from the platform, (5) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the platform by any third party, and/or (6) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the platform. We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the platform, any hyperlinked webplatform, or any webplatform or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

#### **LIMITATIONS OF LIABILITY**

In no event will we or our directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the platform.

#### **INDEMNIFICATION**

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) [your Contributions]; (2) use of the Platform; (3) breach of these Terms of Use; (4) any breach of your representations and warranties set forth in these Terms of Use; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Platform with whom



you connected via the Platform. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

#### **USER DATA**

We will maintain certain data that you transmit to the Platform for the purpose of managing the Platform, as well as data relating to your use of the Platform. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Platform. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

#### **ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES**

Visiting the Platform, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Platform, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, INSTRUCTIONS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE PLATFORM. You hereby waive many rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

#### **MISCELLANEOUS**

These Terms of Use and any policies or operating rules posted by us on the Platform constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.



If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Platform. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

#### **CONTACT US**

In order to resolve a complaint regarding the Platform or to receive further information regarding use of the Platform, please contact us at:

MARQUERENEWAL

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