

## **BUNDLEDEALER.COM TERMS OF USE & END USER LICENSE AGREEMENT**

Last Modified: 4/12/2018

### **Acceptance of the Terms of Use**

These terms of use are an agreement entered into by and between you and Digital Globe Services, Inc. d/b/a ibex Digital (“**Company**”, “**we**” or “**us**”). The following terms and conditions, together with any documents expressly incorporated by reference (collectively, these “**Terms of Use**”), govern your access to and use of Bundledealer.com, including any content, functionality and services offered on or through Bundledealer.com (the “**Platform**”), whether as a guest or a registered and authorized user.

To be eligible to access and use Platform, you must: (a) be at least 18 years old; (b) be a duly authorized employee, agent, representative, or vendor of a Client of ours that has contracted with us for the use of the Platform (“**Client**”); and (c) agree to these Terms of Use.

Please read the Terms of Use carefully before you start to use the Platform. **By using the Platform or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at [www.bundledealer.com/PrivacyPolicy](http://www.bundledealer.com/PrivacyPolicy), incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Platform.

### **Restrictions of Authorized Users**

If you open an account on behalf of a Client or in connection with services that you provide to a Client, then (a) “**you**” includes you and that Client, and (b) you represent and warrant that you are an authorized representative of the Client with the authority to bind the Client to these Terms of Use, and that you agree to these Terms on the Client’s behalf (collectively, “**User**” or “**Authorized User**”).

In the event you are using the Platform as the employee, agent, representative or vendor of a Client that has a separate commercial agreement with us for use of the Platform and such agreement conflicts with these Terms of Use, such separate agreement shall control in the event of any conflicting terms.

In order to use this Platform, you must comply with all written agreements between you and the Client and/or the Client and us, as the case may be. You understand that Clients are not our agents, our partners, or in a joint venture with us and have no right to bind us, and that any agreement or dispute between you and a Client and/or any agent of the Client is between you and such Client and/or the agent of the Client only, and we will have no liability with respect to such disputes.

Authorized Users may use certain information received, retrieved, provided by, or downloaded from non-public portions of this Platform accessed through your user names and passwords (“**Protected Data**”), including information about any multi-system operators or other telecommunications companies (“**Service Providers**”) and referrals to such Service Providers for certain sales activities as expressly set forth in the written agreements between us and the Client, or you and a Client, as the case may be (“**Dealership Purpose**”). It is understood that if you are a Client, you shall not permit any of your agents to do anything you are not also permitted to do, and shall require such agents to agree to the terms of the written agreement between you and the

Company. You shall be responsible for any sales you make using the Protected Data for yourself, or any third party, including your own users or customers, and you will be responsible for paying all referral fees.

Once the Authorized User employs the search function of the Platform to download information related to Service Providers that provide offerings to customers at a customer's specific address (thereby creating a unique session identifier ("**Session ID**") that remains with the search through the order and sales, activation and installation process), in no event will the User be permitted to circumvent the Platform by using the information provided by the Platform to order any of the services on behalf of the customer, as each are listed in the Session ID, through another order process or provider.

### **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Platform thereafter.

Your continued use of the Platform following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

### **Accessing the Platform and Account Security**

We reserve the right to withdraw or amend this Platform, and any service or material we provide on the Platform, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Platform is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Platform, or the entire Platform, to users, including Authorized Users.

The Client shall be responsible for:

- providing us with a unique user name/business email address for each Authorized User which will enable his/her access to and use of the Platform as permitted hereunder;
- advising us to revoke the access to the Platform of any Authorized User who ceases his/her employment or contractual engagement with the Client, or should be denied access to the Platform for any other reason;
- ensuring that user name/business email address are not shared or rotated among Authorized Users or issued on a concurrent-usage basis and that no user accounts are shared; and
- ensuring that all persons who access the Platform through your internet connection are aware of these Terms of Use and comply with them.

To access the Platform or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Platform that all the information you provide on the Platform is correct, current and complete. You agree that all information you provide to register with this Platform or otherwise, including but not limited to through the use of any interactive features on the Platform, is governed by our *Privacy Policy* [www.bundledealer.com/PrivacyPolicy](http://www.bundledealer.com/PrivacyPolicy), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Platform or portions

of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms of Use or any other agreement between you and us.

### **Intellectual Property Rights**

The Platform and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Platform for your personal, non-commercial use only if you are not an Authorized User, and for the Dealership Purpose only if you are an Authorized User. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Platform, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- Other than with respect to the Protected Data, you may print or download one copy of a reasonable number of pages of the Platform for your own personal, non-commercial use and not for further reproduction, publication or distribution.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for the purposes set forth herein and you agree to be bound by our end user license agreement for such applications. Any Protected Data provided through such applications shall be used only for the Dealership Purposes by Users as set forth in this Terms of Use.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.
- Use the Protected Data, unless you are a User, and if you are a User, not only use such Protected Data except under the Dealership Purpose.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Platform in breach of the Terms of Use, your right to use the Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Platform or any content on the Platform is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of

the Platform not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

### **Trademarks**

The Company name, the terms ibex Digital, Digital Globe Services, the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this Platform are the trademarks of their respective owners.

### **Prohibited Uses**

You may use the Platform only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Platform:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms of Use.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Platform, or which, as determined by us, may harm the Company or users of the Platform or expose them to liability.

Additionally, you agree not to:

- Use the Platform in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Platform, including their ability to engage in real time activities through the Platform.
- Use any robot, spider or other automatic device, process or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform.
- Use any manual process to monitor or copy any of the material on the Platform or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Platform.
- Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Platform, the server on which the Platform is stored, or any server, computer or database connected to the Platform.
- Attack the Platform via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Platform.

## **Confidentiality and Security**

User will hold all confidential information of the Company, including Protected Data (“**Confidential Information**”) disclosed by the Company in confidence, using the same degree of care that it uses to protect its own Confidential Information of like importance. To the extent that any Confidential Information disclosed hereunder consists of computer software, application programming interfaces (“**APIs**”) or similar technology, the User may only use such technology in furtherance of the express purposes of this Terms of Use and may not decompile, disassemble or reverse engineer any such Confidential Information.

User may, however, disclose Confidential Information on a “need-to-know” basis under an obligation of confidentiality to its employees and professional advisors, provided that such employees and advisors comply with the provisions of this Section. Upon the termination of these Terms of Use or request of the Company, User will return to the other all Confidential Information of the other which is then in its possession or control, and will remove all digital representations thereof in any form from all electronic storage media in its possession or under its control. User acknowledges that its failure to comply with the provisions of this Section may cause irreparable harm to the Company which cannot be adequately compensated for in money, and accordingly acknowledges that the Company will be entitled to seek, in addition to any other remedies available to it, interlocutory and permanent injunctive relief to restrain any anticipated, present or continuing breach of this Section without having to post a bond or other security.

Each User agrees to protect and secure all Protected Data and comply with all applicable privacy and data protection laws and any privacy or data use policies and procedures of the Company or the Service Providers, as provided by the Company to the contracting part(ies) from time to time. Authorized User shall use Protected Data only as contemplated by the terms and conditions of this Terms of Use or as specifically directed in writing by the Company and shall only reproduce Protected Data to the extent necessary for these purposes. Authorized User agrees to implement and maintain reasonable and appropriate administrative, technical, and physical safeguards to: (a) protect the security, confidentiality, and integrity of Protected Data; (b) ensure against anticipated threats or hazards to the security or integrity of Protected Data; and (c) protect against loss or unauthorized disclosure, access to or use of Protected Data. These safeguards shall include, without limitation, a written data security plan, employee training, information access controls, restricted disclosures, systems protections (e.g., intrusion protection, data storage protection, and data transmission protection), and physical security measures. For information disclosed in electronic form, Affiliate shall, and shall ensure that all Authorized Users agree that such safeguards must include electronic barriers (e.g., “firewalls” or similar barriers) and password protected access to the Protected Data. In addition, in the event that an Authorized User sends or receives any Protected Data over the Internet or through an ISP, Authorized User shall secure or encrypt such information in a manner consistent with industry security standards. For information disclosed in written form, Authorized User shall agree that such safeguards shall include secured storage of Protected Data. Authorized User shall be required to establish and maintain any additional physical, electronic and procedural controls and safeguards to protect the Protected Data from loss and unwarranted access, use, or disclosure as may be required for the Company or any service providers to comply with any law. This paragraph together with any additional policies related to security requirements to use Platform that are implemented by the Company from time-to-time and communicated in writing by the Company to Affiliate and/or posted on the Platform will be referred to hereinafter as “**Digital Security Policies.**” A “**Security Breach**” shall be deemed to mean (x) the unauthorized acquisition, access or use of Protected Data by a third party or (y) disclosure of Protected Data occurring directly or indirectly from the violation of the terms of ibex Digital Security Policies by Affiliate or any User; or (z) any act or omission that materially compromises either the security, confidentiality, or integrity of the physical, technical, administrative, or organizational safeguards put in place by us that relate to the protection of Protected Data.

## **Monitoring and Enforcement; Termination**

We have the right to:

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Platform.
- Terminate or suspend your access to all or part of the Platform for any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Platform. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND CONTRACTORS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

### **Reliance on Information Posted**

The information presented on or through the Platform is made available solely for general information purposes or for the Dealership Purpose, as the case may be. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Platform, or by anyone who may be informed of any of its contents.

This Platform may include content provided by third parties, including materials provided by other users, third-party licensors, syndicators, aggregators and/or reporting services. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

### **Changes to the Platform**

We may update the content on this Platform from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Platform may be out of date at any given time, and we are under no obligation to update such material.

### **Information about You and Your Visits to the Platform**

All information we collect on this Platform is subject to our Privacy Policy [www.bundledealer.com/PrivacyPolicy](http://www.bundledealer.com/PrivacyPolicy). By using the Platform, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

### **Online Purchases and Other Terms and Conditions**

*You acknowledge that, from time to time, a Service Provider and its customers/end users may enter into a transaction through our Platform for the sale of goods or services. You understand that we are providing this Platform for the sale of goods or services, but that we are not a party of such sale, and are not responsible in any way for such sale. All parties to the sale are responsible for complying with any and all terms of such sale, including payment terms, and complying with all laws related to the sale and the products and services.*

*IT IS UNDERSTOOD THAT ALL SUCH PURCHASES AND TRANSACTIONS ARE BETWEEN THE SERVICE PROVIDER OFFERING SUCH ITEMS TO BE PURCHASED AND/OR ITS CUSTOMERS/END USERS. WE ARE NOT OFFERING SUCH SALES OR OTHER OFFERS*

*FOR PURCHASE, AND WE MAKE NO REPRESENTATIONS ABOUT SUCH ITEMS WHATSOEVER. ALL DISPUTES WITH RESPECT TO SUCH ITEMS SHALL BE BETWEEN THE PARTIES TO SUCH TRANSACTIONS, AND WE SHALL HAVE NO OBLIGATIONS OR LIABILITIES WITH RESPECT THERETO.*

Additional terms and conditions may also apply to specific portions, services or features of the Platform. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

### **Linking to the Platform**

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

### **Links from the Platform**

If the Platform contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party Platforms linked to this Platform, you do so entirely at your own risk and subject to the terms and conditions of use for such Platforms.

### **Geographic Restrictions**

The owner of the Platform is based in the state of Colorado in the United States. We provide this Platform for use only by persons located in the United States. We make no claims that the Platform or any of its content is accessible or appropriate outside of the United States. Access to the Platform may not be legal by certain persons or in certain countries. If you access the Platform from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

### **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Platform will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY PLATFORM LINKED TO IT.

YOUR USE OF THE PLATFORM, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM IS AT YOUR OWN RISK. THE PLATFORM, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE PLATFORM. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR

WARRANTS THAT THE PLATFORM, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### **Limitation on Liability**

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, CONTRACTORS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PLATFORM, ANY PLATFORMS LINKED TO IT, ANY DATA, INFORMATION OR OTHER CONTENT ON THE PLATFORM OR SUCH OTHER PLATFORMS OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM OR SUCH OTHER PLATFORMS, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### **Indemnification**

You agree to defend, indemnify and hold harmless the Company, its agents, affiliates, licensors, dealers and contractors, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Platform, including, any use of the Platform's content, services and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Platform.

#### **Governing Law and Jurisdiction**

All matters relating to the Platform and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Platform shall be instituted exclusively in the federal courts of the United States or the courts of the Washington, D.C. although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You



waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **Arbitration**

At the Company's sole discretion, it may require you to submit any disputes arising from the use of these Terms of Use or the Platform, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to confidential, final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Delaware law. To the extent permitted by law, you agree that you may bring claims against the Company (including under arbitration) only in an individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

### **Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE PLATFORM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

### **Waiver and Severability**

No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

### **Entire Terms of Use and Other Provisions**

The failure of either Party to exercise any right provided for herein shall not be deemed to be a waiver of any other right hereunder. No waiver of any right or breach of this Terms of Use shall be deemed to be a waiver of any subsequent exercise of a right or breach of this Terms of Use. No waiver of any right of obligation in this Terms of Use may be made except through a writing signed by the waiving Party. Neither Party shall be liable to the other for any loss or damage which may be suffered by the other due to any cause beyond the Party's reasonable control including, but not limited to, any failure of third-party software, telephone or database systems, act of God, terrorism, inclement weather, failure or shortage of power supplies, power outages, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of government, telecommunications operators or administrators or other competent authorities, war, military operation, or difficulty, delay or failure in manufacture, production or supply by third parties of materials or equipment necessary to carry out this Terms of Use. If any term of this Terms of Use is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect: (a) the legality, validity or enforceability in that jurisdiction of any other term of this Terms of Use; or (b) the legality, validity or enforceability in other jurisdictions of that or any other provision of this Terms of Use. If any term of this Terms of Use is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect: (a) the legality, validity or enforceability in that jurisdiction of any other term of this Terms of Use; or (b) the legality, validity or enforceability in other jurisdictions of that or any other provision of this Terms of Use. The Terms of Use and, our Privacy Policy, and with respect to dealers who have entered into written agreements with us, such written agreements, constitute the sole and entire agreement between you and the Company with respect to the Platform and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Platform.

### **Your Comments and Concerns**

This Platform is operated by ibex Digital, 202 6th Street, Suite 401, Castle Rock, CO 80104.

All feedback, comments, requests for technical support and other communications relating to the Platform should be directed to: [support@bundledealer.com](mailto:support@bundledealer.com).