

American Food & Vending

Terms of Use

LAST UPDATED: June 2, 2022

This website or mobile device from which you are accessing these Terms of Use (the “Terms of Use”) is created and maintained by American Food & Vending Corporation a/k/a American Dining Creations (collectively, referred to below as “AFV”, “our”, “we” or “us”).

AFV may be contacted at 124 Metropolitan Park Drive, Liverpool, NY 13088 or by phone at 315-457-9950. These Terms of Use apply when visiting any of our websites or utilizing an application via our platforms at American Food & Vending, American Dining Creations, FRESH REWARDS® and FRESHREWARDS® Loyalty Program, and REFRESHSM Express (collectively, the “Services”). Specifically, our Services include the following websites: www.afvusa.com; www.adc-us.com; fresh-rewards.com; chowit.us; and americraftcoffee.com (collectively, the “Websites”). The Services include the following application: the FRESH REWARDS® and FRESHREWARDS® mobile application as well as the Chowit web portal (the “Application”) and our physical kiosk locations (“Kiosks”). The Websites, Application, and Kiosks are collectively referred to below as the “App/Sites”.

Please read these Terms of Use carefully. These Terms of Use contain disclaimers and other provisions that limit AFV’s liability to you. These Terms of Use also include, among other things, an arbitration provision that governs any disputes between you and us and eliminates your right to a trial by jury, and substantially affects your rights, including preventing you from bringing, joining or participating in class or consolidated proceedings.

1. ACCEPTANCE OF TERMS OF USE

This document tells you the terms and conditions that apply to the App/Sites and the provision of our Services and is a binding agreement between you and us. By accessing or viewing the App/Sites, you agree to these Terms of Use and to any additional rules, terms, or conditions that we may post from time to time on the App/Sites. These Terms of Use represent an ongoing contract between you and AFV and apply to your use of the App/Sites for the duration of your use.

If you are unwilling or unable to be bound by these Terms of Use, do not access or use the App/Sites.

2. CHANGES TO TERMS OF USE

We may make changes to these Terms of Use (and to any additional rules) from time to time; we may notify you of such changes by any reasonable means, including by posting the revised version of these Terms of Use on the App/Sites. You can determine when

we last changed these Terms of Use by referring to the “LAST UPDATED” legend above. Any such modification will be effective upon our posting of new Terms of Use. Your access to or use of the App/Sites following changes to these Terms of Use will constitute your acceptance of those changes. You understand and agree that your continued access to or use of the App/Sites after the effective date of modifications to the Terms of Use indicates your acceptance of the modifications.

3. CONTENT RIGHTS

Unless otherwise indicated, the App/Sites and all content and other materials therein, including, without limitation, the FRESH REWARDS®, FRESHREWARDS®, and REFRESHSM Express logos and all designs, text, graphics, pictures, information, comments, data, software, sound files, other files, other logos, and the selection and arrangement thereof (collectively, the “Site Materials”) are the property of AFV or its licensors or users and are protected by United States and international copyright laws. The FRESH REWARDS®, FRESHREWARDS®, and REFRESHSM Express logos and other logos, trademarks, service marks, and graphics used in connection with the App/Sites are trade names, trademarks or registered trademarks of AFV (collectively, the “AFV Marks”). Other trademarks, service marks, graphics and logos used in connection with the App/Sites are the trademarks or registered trademarks of their respective owners (collectively, the “Third Party Marks”). The AFV Marks and the Third-Party Marks (collectively, the “Marks”) may not be copied, imitated, or used, in whole or in part, without the prior written permission of AFV or the applicable trademark holder. The App/Sites, the Site Materials, the Marks, and the content contained therein are protected by United States and international copyright, trademark, patent, and trade secret laws, other state and federal laws, international treaties, and other intellectual property rights and proprietary rights and also may have security components that protect digital information only as authorized by AFV or the owner of such content. Any use of the App/Sites, the Site Materials, the Marks, or the content contained therein, other than in accordance with these Terms of Use, is strictly prohibited. All rights not expressly granted are reserved.

Subject to the restrictions set forth throughout these Terms of Use, you may view, download for caching purposes only, and print pages from our Websites for your own personal use. You expressly agree that you shall not: (1) sell, rent or sub-license; (2) reproduce, duplicate or copy for a commercial purpose; (3) modify; or (4) redistribute transmit or publish material on any of the App/Sites. You expressly agree that you shall not use any of the App/Sites in any way that causes, or may cause, damage to any of the App/Sites or that impairs the availability or accessibility of any of the App/Sites; or in any way which is unlawful, illegal, fraudulent, or harmful. You expressly agree that you shall not use any of the App/Sites to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit, or other malicious computer software. You expressly agree that you shall not: (a) conduct any systematic or automated data collection activities on or in relation to any of the App/Sites; or (b) use any of the App/Sites to transmit or send unsolicited commercial transactions.

Except as stated above, you shall not copy, reproduce, modify, republish, distribute, transmit, display, frame, download or sell the Site Materials in any form or by any means, in whole or in part, without AFV's prior written consent. You shall not use the Site Materials for commercial purposes without obtaining a specific license from AFV to do so. Except as stated above, no part of the Site Materials may be reproduced or stored in or on any other website or included in any public or private electronic retrieval system or service without AFV's prior written permission.

4. YOUR ACCOUNT

In order to use the App/Sites, you must create an account and provide certain information about yourself in order to use some of the features that are offered through the App/Sites. You may not impersonate someone else, create or use an account for anyone other than yourself, provide an email address other than your own, or create multiple accounts. If you use a pseudonym, take care to note that others may still be able to identify you if, for example, you include identifying information in your reviews, use the same account information on other sites, or allow other sites to share information about you with AFV. Please read our Privacy Policy for more information.

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under or through your account or password. You agree to promptly notify AFV if you discover or otherwise suspect any security breaches relating to any of the App/Sites. The App/Sites may sell products that you can purchase with a credit card. AFV reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.

4.1 REFUNDS

Refunds of prepaid balances on FRESH REWARDS®; FRESHREWARDS®; and chowit.us accounts may be requested by calling 315-200-1798. Refunds are not guaranteed and are in the discretion of management. AFV is not responsible for lost, stolen or damaged cards.

4.2 SERVICE FEES

FRESH REWARDS®; FRESHREWARDS®; and chowit.us accounts which lay dormant with an unused balance shall be assessed a minimum \$2.00 service fee per month commencing upon the twenty-fourth month of inactivity until such balance reaches zero.

4.3 PROMOTIONS

From time to time, we may in our sole discretion, run promotional programs associated with the App/Sites (the "Promotions"). Such Promotions are subject to these Terms of Use, as well as additional terms as indicated in connection with the Promotions. We

reserve the right to modify the terms and conditions of any of the Promotions at any time, including terminating the Promotion.

5. SERVICE ACCESS

While AFV tries to ensure the App/Sites and the Services are available twenty-four (24) hours a day, AFV shall not be liable if any of the App/Sites or any of the Services are unavailable at any time or for any period. Access to the App/Sites or AFV's Services may be suspended temporarily and without notice.

As the transmission of information via the Internet is not completely secure, AFV endeavors to take commercially reasonable steps to protect your personal information and other information you transmit to us; however, we cannot guarantee the security of the data transmitted and any and all transmission of information is at your own risk. You may stop using the App/Sites at any time without prior notice to us. Please read our Privacy Policy for more information.

6. VISITORS MATERIAL AND CONDUCT

We may include features on the App/Sites that allow you to share your content with us and other users of the App/Sites. Please note that by sharing content through the App/Sites, your content may become publicly accessible. Other than personally identifiable information, which is governed by our Privacy Policy, any materials, comments, feedback or other content you transmit or post to any of the App/Sites (collectively, the "Submissions") will be considered non-confidential and non-proprietary. AFV will have no obligations with respect to the Submissions. By transmitting or posting Submissions to any of the App/Sites, you warrant and represent that you own or otherwise have all necessary intellectual property and moral rights in and to the Submissions including, without limitation, all the rights necessary for you to transmit, provide, post, upload, input or submit the Submissions to the App/Sites. Furthermore, you hereby grant to AFV a world-wide, non-exclusive, royalty-free, perpetual, irrevocable, transferable license to use, refrain from using, remove, reproduce, modify, edit, copy, adapt, publish, translate, create derivative works from, disclose, distribute, transmit, incorporate, perform, display, commercially exploit, and otherwise use the Submissions, in whole or in part, worldwide in all manner and media whether now known or later developed. If requested, you shall provide waivers in favor of AFV with respect to any and all rights in the Submissions held by any individuals who may be authors of such Submissions. AFV and anyone we designate will be free to copy, disclose, distribute, incorporate, remove, reproduce, modify, edit, adapt, publish, translate, create derivative works from, transmit, perform, display, commercially exploit, and otherwise use the Submissions and all data, images, sounds, text and any and all other things embodied in the Submissions, in whole or in part, worldwide for any and all commercial or non-commercial purposes. You may not misuse any of the App/Sites (including by hacking). AFV will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or location of anyone posting or transmitting any material or otherwise using any of the App/Sites in breach of these Terms of Use.

By making Submissions, you hereby release AFV, its affiliates and its and their shareholders, officers, directors, agents, representatives, employees, contractors, successors and assigns from any claims that such use, as authorized above, violates any of your rights and you understand that you will not be entitled to any compensation for any use of your Submissions and any content therein.

7. DISCLAIMER

AFV does not promise or guarantee that any information on any of the App/Sites is accurate, current or complete. AFV may make changes to the material on any of the App/Sites, at any time without notice.

AFV IS PROVIDING THE APP/SITES TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU ARE USING THE APP/SITES AT YOUR OWN RISK. TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, AFV EXCLUDES AND DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, TERMS OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES THAT THE APP/SITES, ANY CONTENT, OR THE SERVERS HOSTING THE APP/SITES ARE MERCHANTABLE, RELIABLE, AVAILABLE, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, NON-INFRINGEMENT, FREE OF DEFECTS OR VIRUSES, ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, FREE OF VULNERABILITY TO ANY INTRUSION OR ATTACK, THAT THE USE OF THE APP/SITES BY YOU IS IN COMPLIANCE WITH LAWS APPLICABLE TO YOU, OR THAT USER INFORMATION TRANSMITTED IN CONNECTION WITH THE APP/SITES WILL BE SUCCESSFULLY, ACCURATELY, OR SECURELY TRANSMITTED OR RECEIVED. THE MATERIALS AND INFORMATION ON THE APP/SITES MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. THERE ARE NO WARRANTIES CREATED BY A COURSE OF DEALING, COURSE OF PERFORMANCE AND/OR TRADE USAGE. YOU ARE RESPONSIBLE FOR THE SECURITY OF YOUR PASSWORD. AFV WILL NOT BE LIABLE FOR ANY UNAUTHORIZED TRANSACTION ENTERED INTO USING YOUR NAME AND PASSWORD. TO THE EXTENT THIS DISCLAIMER CONFLICTS WITH APPLICABLE LAW, THE SCOPE AND DURATION OF ANY APPLICABLE WARRANTY WILL BE LIMITED TO THE MAXIMUM EXTENT AND SHORTEST DURATION PERMITTED UNDER SUCH LAW.

PLEASE NOTE: AFV uses commercially reasonable efforts to provide accurate information, item names, descriptions, prices, heat and allergenic warnings on the applicable App/Sites. Commercially reasonable effort is made to instruct our food production staff on the severity of food allergies. However, there is always a risk of contamination. Because of the number of meals served and the number of items used each day, along with food product changes from our food vendors, we cannot guarantee that every allergen in the food served will be identified and labeled. The possibility that manufacturers of the commercial foods we use could change the formulation at any time, without notice also exists. Customers concerned with food allergies must be aware of this risk. If you have any type of food allergy, please refrain from eating our products.

AFV does not assume and specifically disclaims any liability for adverse reactions to food consumed, or items one may come in contact with, while eating at any AFV facility or catered event.

8. TERMINATION

These Terms of Use are effective until terminated. You agree that AFV may terminate or suspend (at our absolute discretion) your access to or use of the App/Sites and Services or any portion thereof, at any time, if you breach these Terms of Use, or we reasonably believe that you have breached these Terms of Use, subject to any restrictions placed on our exercise of such rights under applicable law, by notifying you in writing (including by email).

Upon any such termination or suspension, your right to use the App/Sites and AFV's Services will immediately cease. You agree that any termination or suspension of your access to or use of the App/Sites and AFV's Services may be effected without prior notice to you. You further agree that neither we, nor our affiliated entities will be liable to you or any third party for termination or suspension of your access to or use of the App/Sites.

9. LIABILITY

SUBJECT TO APPLICABLE LAW, (A) IN NO EVENT SHALL AFV, ITS AFFILIATES, OR ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, REPRESENTATIVES, PARTNERS, CONTRACTORS, SUCCESSORS OR ASSIGNS BE LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF LOSS OR DAMAGE OF ANY KIND THAT MAY RESULT TO YOU OR A THIRD PARTY WITH RESPECT TO OR IN ANY WAY CONNECTED TO OR RELATED TO OR ARISING FROM THE USE OF OR THE INABILITY TO USE ANY OF THE APP/SITES, THE CONTENT, SERVICES OR THE MATERIALS CONTAINED IN OR ACCESSED THROUGH ANY OF THE APP/SITES (INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY YOU OR A THIRD PARTY ON ANY INFORMATION OBTAINED FROM AFV OR ANY OF THE APP/SITES), OR ANY LOSSES OR DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION, EPIDEMICS, PANDEMICS, OR UNAUTHORIZED ACCESS TO AFV'S RECORDS, PROGRAMS OR SERVICES; AND (B) IN NO EVENT SHALL AFV, ITS AFFILIATES, OR ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, REPRESENTATIVES, PARTNERS, CONTRACTORS, SUCCESSORS OR ASSIGNS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY LOSSES OR DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, INCOME, OR REVENUE, LOSS OF OPPORTUNITY, BUSINESS INTERRUPTION, LOSS OF ANTICIPATED SAVINGS, WASTED MANAGEMENT OR OFFICE TIME, FINES, PENALTIES, TAXES,

LOSS OF COMMERCIAL REPUTATION, OR ANY OTHER ECONOMIC LOSS, THEFT OR CORRUPTION OF YOUR INFORMATION, OR THE INABILITY TO USE ANY OF THE APP/SITES OR ANY OF THE FEATURES OF THE APP/SITES. THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION APPLIES REGARDLESS OF WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF AFV IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. YOUR SOLE AND EXCLUSIVE REMEDY IS TO CEASE USE OF THE APP/SITES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, AFV SHALL NOT BE REQUIRED TO PAY AND/OR HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ACTUAL DAMAGES IN EXCESS OF THE AMOUNT EQUIVALENT TO THE VALUE OF YOUR ORDER.

AFV will use all commercially reasonable efforts to resolve any problems or concerns arising from the submission of your orders to restaurants via the App/Sites and the Services, including the processing of all credit or debit card refunds and chargebacks where appropriate and approved by AFV.

10. INDEMNITY

If your use of material on the App/Sites and/or your use of the Services results in the need for servicing, repair or correction of equipment, software or data, you shall assume all associated costs. You agree to defend, indemnify and hold harmless AFV, its affiliates, and each of its and their directors, officers, agents, contractors, partners, representatives employees, successors and assigns from any and all threatened or actual claims, suits, damages, costs, lawsuits, demands, fines, penalties, liabilities, expenses (including attorneys' fees), assessments, levies, and surcharges (collectively, "Claims") arising from, relating to, or in connection with your use or misuse of any of the App/Sites, the Services, violation of these Terms of Use, violation of law or regulation, violation of any rights of a third party, any content, material or ideas you provide, or your fraud, negligence, or conduct in connection with any of the App/Sites or the Services. AFV reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you hereunder, and you shall cooperate as fully as reasonably required by AFV.

11. ARBITRATION

Please read this section carefully. It affects rights that you may otherwise have. It provides for resolution of most disputes through arbitration instead of court trials and class actions. Arbitration is more informal than a lawsuit in court, uses a neutral arbitrator instead of a judge or jury, and discovery is more limited. Arbitration is final and binding and subject to only very limited review by a court. This arbitration clause shall survive termination of these Terms of Use.

Binding Arbitration. This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of or relating to these Terms of Use, your use of the

App/Sites, and your relationship with us. Any dispute or claim arising out of or relating to these Terms of Use of the App/Sites and your relationship with AFV or any subsidiary, parent or affiliate company or companies (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved by binding arbitration.

Arbitration Procedures. For all disputes, you must first send us a written description of your claim to allow us an opportunity to resolve the dispute. You and we each agree to negotiate your claim in good faith. You may request arbitration if your claim or dispute cannot be resolved within 60 days of our receipt of the claim.

The arbitration of any dispute or claim shall be conducted in accordance with the rules of the American Arbitration Association (“AAA”), including the AAA’s Consumer Arbitration Rules (as applicable), as modified by these Terms of Use. The AAA rules and information about arbitration and fees are available online at www.adr.org. You and we agree that these Terms of Use evidence a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the U.S. Federal Arbitration Act and federal arbitration law, and not governed by state law. Any arbitration will be held in a reasonably convenient location in the state in which you reside or at another mutually agreed location. The arbitration will be conducted in the English language. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief to the extent required to satisfy your individual claim, and must follow and enforce these Terms of Use as a court would. Any arbitration shall be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction.

Class Action Waiver and Jury Waiver. You and we each agree that any proceeding, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. If a court or arbitrator determines in an action between you and us that this class action waiver is unenforceable, the arbitration agreement will be void as to you. Neither you, nor any other customer, can be a class representative, class member, or otherwise participate in a class, consolidated or representative proceeding. If for any reason a claim proceeds in court rather than through arbitration, you and we each waive any right to a jury trial.

12. PRIVACY

We are committed to protecting your privacy and security. All personal information that we collect from you will be processed in accordance with our Privacy Policy. You should review our Privacy Policy, which is hereby incorporated into these Terms of Use and subject to these Terms of Use.

13. INTENDED USE OF SERVICES

The App/Sites, their features and content are for personal and non-commercial use only. You may not use or otherwise exploit the App/Sites and/or any features or content in connection with any business or commercial undertaking (whether or not for profit). Your use of the App/Sites and/or their features must at all times comply with all applicable laws, rules and regulations.

The App/Sites are not targeted towards, nor intended for use by, anyone under the age of 13. **YOU MUST BE AT LEAST AGE 13 TO ACCESS AND USE THE APP/SITES.** If you are between the ages of 13 and 18, you may only use the App/Sites under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use. You represent and warrant that (a) 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 (b) you are not listed on any U.S. government list of prohibited or restricted parties.

14. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using the App/Sites and/or the Services, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our applicable Websites. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

15. EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by events outside our reasonable control (“Force Majeure Event”). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following: (a) strikes, lock-outs or other industrial action; (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster; (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; (e) impossibility of the use of public or private telecommunications networks; and (f) the acts, decrees, legislation, regulations or restrictions of any government. Our performance under any contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period.

16. SEVERABILITY

If any of these Terms of Use are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will, to that

extent, be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

17. ENTIRE AGREEMENT

These Terms of Use and any document expressly referred to herein constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangements, understandings or agreements between us relating to the subject matter of any contract.

18. NO JOINT VENTURE/ NO THIRD PARTY BENEFICIARIES

Nothing contained in these Terms of Use shall create or be deemed to create the relationship of a joint venture, franchise, business opportunity, agent, partnership, employer, employee, or association among and between you and AFV. There are no third party beneficiaries of these Terms of Use and nothing contained in these Terms of Use will be construed to confer upon any third party any rights or benefits of any kind.

19. GOVERNING LAW AND JURISDICTION

These Terms of Use of the App/Sites are governed by the laws of the state of New York, United States of America, without regard to New York's conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods shall have no applicability. If the arbitration agreement set forth in these Terms of Use is ever deemed unenforceable or void, you irrevocably consent to the exclusive jurisdiction of the federal and state courts in Onondaga County, New York, United States of America, for purposes of any legal action arising out of or related to the use of any of the App/Sites, the Services or these Terms of Use, and you hereby expressly and irrevocably consent and submit to the personal and subject matter jurisdiction of such courts.

20. MISCELLANEOUS

Any failure or delay in enforcing (in whole or in part) any provision of these Terms of Use will not be interpreted as a waiver of our rights or remedies. You may not transfer any of your rights or obligations under these Terms of Use without our prior written consent. We may transfer any of our rights or obligations under these Terms of Use, in whole or in part, by operation of law or otherwise, without your prior written consent. The headings in these Terms of Use are included for convenience only and shall not affect the interpretation of these Terms of Use.