

WORKHOUND APPLICATION TERMS OF SERVICE

YOU ACKNOWLEDGE THAT YOU ARE ACCESSING AND USING THE WORKHOUND SITE, APPLICATION, SOFTWARE AND SERVICES VOLUNTARILY AT YOUR SOLE DISCRETION. ANY INFORMATION, INCLUDING COMMENTS, RESPONSES TO QUESTIONNAIRES OR SURVEYS, POSTS TO MESSAGE BOARDS, SUBSCRIPTIONS TO NEWSLETTERS, AND ANY OTHER SUBMISSIONS ARE PROVIDED BY YOU TO WORKHOUND WILLINGLY, AND MAY BE USED BY WORKHOUND TO PROVIDE ANONYMIZED FEEDBACK TO YOUR EMPLOYER. YOU, AND NOT YOUR EMPLOYER, ARE SOLELY RESPONSIBLE FOR ANY INFORMATION YOU SUBMIT TO WORKHOUND, INCLUDING ANY SENSITIVE OR PERSONAL INFORMATION.

Updated September 25, 2018

PLEASE READ THE FOLLOWING TERMS OF SERVICE CAREFULLY BEFORE ACCESSING ANY PART OF THE WEBSITE OR APPLICATION.

These terms of service (these “Terms”) govern the relationship between WorkHound, Inc. (“WorkHound”, “us”, or “we”) and companies that wish to engage with WorkHound to obtain information about their industry and information pertaining to their employees or contractors who utilize the WorkHound website or mobile application. All of the products and services described in these Terms, as well as any other products or services offered by WorkHound to such companies, at any time, shall be referred to herein as a “Service” or “Services”. To use the Service, you, the company (“You” or “Your”), must read and accept all of the terms and conditions in these Terms. BY ACCEPTING THESE TERMS, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY ALL OF THE TERMS, CONDITIONS, AND NOTICES CONTAINED IN THESE TERMS, JUST AS IF YOU HAD SIGNED THESE TERMS.

WORKHOUND, AND ANY THIRD-PARTIES TO WHICH WORKHOUND HAS PROVIDED YOUR CONTACT INFORMATION, MAY CONTACT YOU VIA ANY METHOD OF COMMUNICATION YOU SUBMITTED THROUGH THE SERVICES, INCLUDING, BUT NOT LIMITED TO, EMAIL, CELL PHONE, OR TEXT MESSAGE. BY PROVIDING WORKHOUND YOUR CONTACT INFORMATION, YOU AGREE TO RECEIVE COMMUNICATIONS FROM WORKHOUND OR OTHER THIRD-PARTIES WHO OBTAIN YOUR CONTACT INFORMATION FROM WORKHOUND. ANY CONSENT YOUR EMPLOYEE GIVES YOU SHALL BE AUTOMATICALLY TRANSFERRED TO WORKHOUND.

I. SERVICES

Services. Through the website WorkHoundApp.com (the “Website”) and the WorkHound mobile application (the “App”), WorkHound provides Services to assist You in obtaining information pertaining to Your industry by collecting, aggregating, and reporting information submitted through the Website or App by employees/contractors in your industry (the “Personnel”). Personnel will submit information pertaining to their performance and satisfaction with their current position. Both industry and company-specific information that is aggregated and reported to you will be referred to herein as the “Data”.

Data pertaining to Personnel that are your employees/contractors (“Your Personnel”) will be aggregated and reported to You. Such Data may assist You in monitoring the performance and satisfaction of Your Personnel and provide insights into Your efficiency and employee/contractor retention. As part of the Service, You may also be able to receive industry-wide information submitted by Personnel that are not Your employees/contractors. When receiving the Data from WorkHound, You will not receive any personally identifiable information pertaining to individual Personnel and you agree not to circumvent,

reverse-engineer, or otherwise alter the Website or the App so as to obtain such information. Additionally, you agree that You will not take any action against any Your Personnel as a result of their participation in the Service, except in instances of public safety and breach of law.

As part of the Service, You may have the opportunity to enter information specific to Your company or to direct messages to Your Personnel who utilize the Website or the App. Your submission of such company information or direct messaging is strictly voluntary. However, You may be unable to use some of the Services without inputting the requested information. When submitting any information, You must provide WorkHound with complete and accurate information as prompted by the Website, App, or applicable form.

Refusal of Service. WorkHound reserves the right, with or without notice, to terminate the account of, or refuse service to, any persons that violate these Terms, violate any party's intellectual property rights, abuse other users of the Service, misuse the Website or App, or otherwise engage in inappropriate conduct, as determined by WorkHound in its sole discretion.

II. AGREEMENT AND PAYMENT

Agreement. In order to utilize the Services offered through the Website and App, You must designate the Services to be received and agree to the fees to be charged to You by completing the appropriate order form(s) on the Website. You also must register with the Website and App by providing information including contact information, a username, and password. You will protect Your password and take full responsibility for Your own and third party activities that occur under Your account. You agree to notify WorkHound immediately of any unauthorized use of Your account or any other breach of security.

Payment. The payment terms and amount due by You to WorkHound in exchange for the Services will be communicated to You and agreed upon through completion of the appropriate order form(s) on the Website. You will receive a monthly electronic invoice detailing the fees charged to You for Services rendered during the preceding month. Payment of such invoice shall be charged on the invoice date to the credit card provided by You to WorkHound as part of the registration process. If the credit card You provide is unable to accept the relevant charge, interest shall accrue on any outstanding balance at the lower of (a) 1.5% per month, or (2) the highest rate allowed under applicable law. All charges for the Services will be net of applicable taxes.

In addition to the Service charges and fees, You shall also be responsible for all taxes assessed in connection with the Services, including any foreign, federal, state, or local taxes and charges assessed in connection with a Service, including, without limitation, all governmental excise, use, sales, value-added, and occupational taxes and other fees, or other similar surcharges and levies (including, without limitation, universal service fund charges or equivalents), but excluding any taxes based on a party's net income ("Taxes"). You agree that You are solely responsible for collection and payment of any and all Taxes that You are required to pay to any taxing authority in connection with Your sale or use of the Services, and You shall indemnify us for any losses, liabilities, costs, and expenses incurred as a result of a breach by You of this section.

III. MODIFICATIONS TO TERMS OF SERVICE AND OTHER POLICIES

WorkHound reserves the right to change or modify any of the terms and conditions contained in these Terms or any policy governing the use of the Services, at any time, by posting the new terms on the Website and App. The most current version of these Terms will be posted on www.WorkHoundApp.com. You understand and agree that Your access to or use of the Website or App is governed by the then-current Terms that are effective at the time of Your access to or use of the Website and App. If we make material changes to these Terms, we will notify You by email or by updating the "Updated" date indicated at the top of this page with the date that revisions to these Terms were last made. You should revisit these Terms on a regular basis as revised versions will be binding upon You. Any such modification will be

effective upon our posting of such new Terms. **You understand and agree that Your continued access to or use of the Website or App after the effective date of modifications to the Terms indicates Your acceptance of the modifications.**

IV. PROPRIETARY RIGHTS

Except for the limited license expressly granted herein, WorkHound expressly reserves all right, title and interest in and to the Services, the content of the Website and App, and all processing, analytics, data and other software and technology used by WorkHound in the provision of the Services (“Technology”), including, without limitation, any derivatives, improvements, enhancements or extensions of the Technology conceived, reduced to practice or otherwise developed by or on behalf of WorkHound, all of which are valuable assets of WorkHound, together with any copyright, patent or trademark or other intellectual property right, or federal or state right, pertaining thereto.

You shall not: (i) use, or allow the use of, the Services or any Technology, except pursuant to the limited rights expressly granted in these Terms; (ii) use the Services in any manner that is inconsistent with user documentation, if any, supplied to You by WorkHound or inconsistent with WorkHound’s standard security procedures, if any, accessible through the Website or App’s respective user interface; (iii) attempt to reverse-engineer, hack into, or compromise any aspect of the Services or Technology, or attempt to access data of any other customer of WorkHound; (iv) remove, obscure or alter any legal notices, including notices of intellectual property rights appearing in or on any materials delivered to You by WorkHound; (v) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Services; or (vi) use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Website and App or any portion thereof, without our express written consent, which may be withheld in our sole and absolute discretion.

You shall not use, directly or indirectly, in whole or in part, any signature, monogram, logo, trademark, service mark, or trade name that is now or may hereafter be owned, licensed or used by WorkHound (a “Mark”) except in the manner and to the extent approved in writing by WorkHound prior to any such use, which approval may be withheld in WorkHound’s sole discretion. Any permitted use of a Mark shall be immediately discontinued upon the termination or expiration of these Terms. You hereby expressly disclaim any and all right, title, and interest in and to any Mark whether or not used by You. Your covenants and disclaimers in this section shall survive the termination or expiration of these Terms. You recognize and acknowledge the validity and ownership of the Marks in the United States and other countries. You agree not to contest the ownership of such marks. Except for the limited rights granted above, You gain no license or proprietary rights in the Marks and will not infringe upon, dilute, or harm WorkHound’s rights with respect to the Marks.

V. USER-GENERATED/THIRD-PARTY CONTENT

User Obligations and License. You are solely responsible for all content You post, upload, or otherwise transmit (collectively “Post”) through the Website and App and once Posted, it cannot always be withdrawn. You agree not to Post through the Website and App any content which is false, defamatory, infringes upon another party’s intellectual property, or is otherwise illegal. By Posting content on the Website or App, You warrant and represent that You have the right to Post such information and that such information is truthful and accurate.

By utilizing the Service, You automatically grant, and warrant and represent that You have the right to grant, WorkHound a perpetual, irrevocable, royalty-free, worldwide non-exclusive, assignable, sublicensable, transferable license to use, copy, perform, display, and distribute all Posted content and Data and to prepare derivative works of, or incorporate into other works, such Posted content and Data for any purpose. Though WorkHound retains this license interest in the content You Post on the Website or through the App, You retain all ownership rights to such content. No compensation will be paid with

respect to the content that You post through the Website or the App. You should only submit content through the Website or the App that you are comfortable sharing with others under the terms and conditions of these Terms. Additionally, You acknowledge that You have no ownership right in information supplied on the Website or through the App by Personnel and that such Personnel have granted WorkHound a perpetual, irrevocable, royalty-free, worldwide non-exclusive, assignable, sublicensable, transferable license to use, copy, perform, display, and distribute such information.

You assume all risks associated with Your Posted content on the Website or App, including anyone's reliance on its quality or reliability. By Posting content You may expose Yourself to liability if, for example, Your Posted content contains material that is false, intentionally misleading, or defamatory; violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; contains material that is unlawful, including illegal hate speech or pornography; exploits or otherwise harms minors; or violates or advocates the violation of any law or regulation.

Rules of Conduct. In addition to all other obligations and terms stated in these Terms, You agree to abide by any rules of conduct or community guidelines posted on the Website or App. WorkHound reserves the right to exclude or suspend any user who violates these rules of conduct, and reserves the right, but does not undertake an affirmative obligation, to remove, screen or edit any content which is contrary to these rules without prior notice. Posted Content does not necessarily reflect the opinion of WorkHound.

Communications Decency Act. As provided in 47 U.S.C. § 230(c)(1), WorkHound is only a distributor, and not the publisher or speaker, of any Posted content. As such, WorkHound cannot be held liable for making available any Posted content which may be false or inaccurate. Any information, offers, or opinions contained in the Posted content made available through the Services are those of their respective authors alone. WorkHound does not guarantee the accuracy, completeness, or truthfulness of any Posted content. Under no circumstances will WorkHound be responsible for any loss or damage resulting from any person's reliance on any Posted content.

Reservation of Rights. Subject to Section VI below, regarding the DMCA, WorkHound reserves the right to remove or not remove any Posted content from the Website or App for any reason or no reason at all, in WorkHound's sole discretion. This reservation includes the exclusive right to decide whether to publish, withdraw, postpone, or alter any Posted content. WorkHound reserves the right, but does not undertake any affirmative obligation, to screen, monitor, or filter Posted content.

Information Storage and Access. WorkHound does not guarantee that it will store any information You submit through the Website or App for any certain period of time. WorkHound reserves the right, in its sole discretion, to determine whether and how long to store user data. WorkHound also reserves the right, in its sole discretion, with or without notice, to remove or delete user data, reviews, content, or inactive accounts. WorkHound will not be responsible for any liability related to the deletion or removal of any data or content maintained on the Website or App or WorkHound's servers.

Suggestions. By sending us any ideas, suggestions, documents or proposals ("Feedback"), You agree that (i) Your Feedback does not contain the confidential or proprietary information of third parties, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (iii) we may have something similar to the Feedback already under consideration or in development, and (iv) You grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute and sublicense the Feedback, and You irrevocably waive, and cause to be waived, against WorkHound and its users any claims and assertions of any rights, whether intellectual property rights or otherwise, contained in such Feedback.

VI. DIGITAL MILLENNIUM COPYRIGHT ACT

WorkHound respects the intellectual property rights of others and complies with safe harbor provisions of the Digital Millennium Copyright Act (“DMCA”). Anyone who believes that their work has been reproduced on the Website or App in a way that constitutes copyright infringement may notify WorkHound’s copyright agent in accordance with Title 17, United States Code, Section 512(c)(2), by providing the following information:

1. Identification of the copyrighted work that You claim has been infringed;
2. Identification of the material that You claim is infringing and needs to be removed, including a description of where it is located on the Website or App so that the copyright agent can locate it;
3. Your address, telephone number, and, if available, e-mail address, so that the copyright agent may contact You about Your complaint; and
4. A signed statement that the above information is accurate; that You have a good faith belief that the identified use of the material is not authorized by the copyright owner, its agent, or the law; and under penalty of perjury, that You are the copyright owner or are authorized to act on the copyright owner’s behalf in this situation.

Notifications of claimed infringement should be forwarded to:

BrownWinick Law Firm
666 Grand Avenue, Suite 2000
Des Moines, Iowa 50309
Attn: Joe Leo

If You give notice of copyright infringement by text e-mail, WorkHound’s copyright agent may begin investigating the alleged copyright infringement; however, we must receive Your signed statement by mail or as an attachment to Your e-mail before we are required to take any action.

WorkHound reserves the right, in its sole discretion, to terminate accounts for users that are deemed to be repeat copyright infringers.

VII. THIRD-PARTY SERVICES

The Website or App may use or provide access to one or more third-parties to process payments, process account enrollment information, facilitate purchases of products or services, or provide other services. The use of such third-party services are subject to the third-party’s terms of service. Any disputes arising regarding a third-party’s services must be resolved directly between user and the third-party. WorkHound disclaims all warranties or representations regarding any third-party services.

VIII. DISCLOSURE OF POSTED CONTENT

WorkHound reserves the right to share content Posted by You or the Personnel with various companies that contract with WorkHound (its “Customers”). However, WorkHound will not share any content with third-parties that is personally identifies any individual Personnel. WorkHound may aggregate Your company’s specific content or Data with industry-wide data and provide such aggregate data to customers who wish to receive more generalized information pertaining to Personnel. WorkHound is not responsible for its Customer’s use of content or data disclosed by WorkHound.

IX. REPRESENTATIONS, WARRANTIES, OR DISCLAIMERS

WorkHound does not represent or warrant and expressly disclaims any warranty that (i) any information provided by the Service will be accurate, (ii) the Services will be error-free or accessible at all times, (iii) defects will be corrected, (iv) the Service or the server that makes it available, are free of viruses or other

harmful component, or (v) the use or the results of the use of the Service or the materials made available as part of the Service will be correct, accurate, timely, or otherwise reliable.

Further, WorkHound expressly disclaims any representation or warranty relating to any products, services, or methods displayed, described, advertised, reviewed, recommended, linked to, or pictured on the Website or App. WorkHound does not endorse any such products, services, or methods will meet the user's needs, are appropriate for any particular use, or are of any certain quality. Likewise, WorkHound does not guarantee that any product or service descriptions, reviews, portrayals, specifications, or the like are accurate. Under no circumstances will WorkHound be responsible for any loss or damage resulting from any person's reliance on any such product or service descriptions, reviews, or specifications contained on the Website or App.

THE WEBSITE AND APP AND THEIR SERVICES ARE PROVIDED "AS IS" AND THERE ARE NO WARRANTIES, CLAIMS OR REPRESENTATIONS MADE BY WORKHOUND EITHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SERVICE, INCLUDING WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. WORKHOUND DOES NOT WARRANT THAT THE SERVICE WILL MEET YOUR NEEDS OR BE FREE FROM ERRORS, THAT THE OPERATION OF THE WEBSITE OR APP WILL BE UNINTERRUPTED, AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE, OR AS TO THE ACCURACY, RELIABILITY, OR CONTENT OF ANY INFORMATION, PRODUCTS, OR SERVICES PROVIDED THROUGH THE WEBSITE OR APP. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THESE TERMS AND FORMED THE BASIS FOR DETERMINING THE PRICE CHARGED FOR THE SERVICES. SOME STATES DO NOT ALLOW EXCLUSION OF AN IMPLIED WARRANTY, SO THIS DISCLAIMER MAY NOT APPLY TO YOU.

If You access the Website, App, or any of the related Services through a mobile device, Your wireless service carrier may charge You data rates and related fees.

X. HYPERLINKS

A link from the Website or App to a non-WorkHound website does not mean that WorkHound endorses or accepts any responsibility for the content, functioning, policies, or use of such website, and You enter any such website at Your own risk. It is Your responsibility to take precautions to ensure that whatever websites or other online materials that You select for use are free of viruses and other items of a destructive nature. Additionally, we suggest You review the linked site's terms of service and privacy policy, and if You do not agree to be bound by the terms of that site, terminate Your visit to that site. We are not responsible for the privacy policies and practices of the sites operated by our business partners or other third parties. WorkHound expressly disclaims any liability related to such sites. WorkHound also prohibits unauthorized hypertext links to the Website or App or the framing of any content available through the Website or App. WorkHound reserves the right to disable any unauthorized links or frames.

XI. USE / COMPLIANCE

You will not use the Website, App, or any related Services in any way or for any purpose that would violate, or would have the effect of violating, any applicable laws, rules or regulations or any rights of any third-parties, including without limitation, any law or right regarding any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity.

XII. INDEMNIFICATION

You agree to be responsible for Your use of the Service and for training Your Personnel on how to properly and safely use the Service in accordance with these Terms. Accordingly, You agree to indemnify, hold harmless and defend WorkHound, at Your expense, against any and all third-party claims, actions, proceedings, and suits brought against WorkHound or any of its officers, directors, employees, agents or affiliates, and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees) incurred by WorkHound or any of its officers, directors, employees, agents or affiliates, arising out of or relating to (i) Your breach of any term or condition of these Terms, (ii) use of the Service by You or Your Personnel, (iii) unauthorized use of the Service by You or Your Personnel, or (iv) Posting of content by You or Your Personnel. In such a case, WorkHound will provide You with written notice of such claim, suit or action. You shall cooperate as fully as reasonably required in the defense of any claim. WorkHound reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by You.

XIII. LIMITATIONS OF LIABILITY

WORKHOUND WILL NOT BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY (A) INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, (B) LOSS OF PROFITS, (C) LOSS OF DATA OR INFORMATION, OR (D) REPUTATIONAL HARM, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF WORKHOUND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.

NOTWITHSTANDING ANYTHING SET FORTH IN THESE TERMS TO THE CONTRARY, WORKHOUND'S CUMULATIVE LIABILITY TO YOU OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THESE TERMS OR USE OF THE SERVICE BY YOU OR YOUR PERSONNEL SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE SERVICES DURING THE PRECEDING SIX (6) MONTHS. YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE SERVICE, RELATED SERVICES, OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO, OR USE OF THE SERVICE.

XIV. TERM AND TERMINATION

These Terms shall be in place for a term of one (1) year (the "Initial Term") unless terminated by either party upon sixty (60) days' written notice. At the conclusion of the Initial Term, these Terms will automatically renew for successive one (1) year terms unless either party terminates these Terms by providing sixty (60) days' notice to the other party.

XV. PRIVACY

WorkHound, and any third-parties to which WorkHound has provided Your contact information, may contact You via any method of communication You submitted through the Services, including, but not limited to, email, cell phone, or text message. By providing WorkHound Your contact information, You agree to receive communications from WorkHound or other third-parties who obtain Your contact information from WorkHound.

XVI. SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, You agree to comply with all local rules regarding online conduct and acceptable content. Specifically, You agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which You reside and to comply with any other local laws affecting the transmission or posting of content or affecting the privacy of persons.

XVII. APPLICABLE LAW AND VENUE

These Terms shall be governed by and construed under the laws of the state of Iowa without reference to its conflicts of law principles. In the event of any conflicts between foreign law, rules, and regulations, and Iowa law, rules, and regulations, Iowa law, rules and regulations shall prevail and govern. Each party agrees to submit to the exclusive and personal jurisdiction of the courts located in the State of Iowa, Polk County. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to these Terms. The services provided by WorkHound hereunder are controlled by U.S. Export Regulations, and it may not be exported to or used by embargoed countries or individuals. Any notices to WorkHound must be sent to:

BrownWinick Law Firm
666 Grand Avenue, Suite 2000
Des Moines, Iowa 50309
Attn: Joe Leo

via first class or air mail or overnight courier, and are deemed given upon receipt. A waiver of any default is not a waiver of any subsequent default. The relationship between WorkHound and You is not one of a legal partnership relationship, but is one of independent contractors. These Terms shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

XVIII. MISCELLANEOUS

These Terms (including any amendment agreed upon by the parties in writing) represent the complete agreement between us concerning its subject matter, and supersedes all prior agreements and representations between the parties. If any provision of these Terms are held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to affect the intent of the parties, and the remainder of these Terms shall continue in full force and effect. A waiver of any default is not a waiver of any subsequent default. These Terms shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.