

Terms of Use

1. ACCEPTANCE OF TERMS

1.1 The services that Kymeta Corporation (“Kymeta”) provides to you are subject to these Terms of Use (“Terms”). Please read the Terms carefully before you accept these Terms by using the Kymetacorp.com website (“Website”) in any manner. If you do not agree to all of these terms, please do not use this Website. If you are using this Website on behalf of your employer, you represent to Kymeta that you are authorized to accept these Terms on your employer’s behalf. If you are using or otherwise participating in Kymeta forums, you represent to Kymeta that you are at least 18 years of age.

1.2 Kymeta provides you access to different resources including communications forums (“Forums”), technical support and product information (collectively “Services”). These Terms will govern your use of any new features that augment or enhance the current Services, including the release of new Kymeta resources.

2. YOUR OBLIGATIONS

2.1 In consideration of your use of the Services, you agree to be solely responsible for providing true, accurate, current, and complete information about You if prompted by the Website. Kymeta is not liable for any unauthorized use of the Website or Services including Forums. You acknowledge and agree that certain Services may provide password-restricted access to customer information such as names and certain terms of your existing contracts to assist you in purchasing, maintaining and supporting your Kymeta products. By using this Website and registering for the Services, you consent to Kymeta’s display of such information via the Services and accept all risks of unauthorized access to such information. If you provide any information that is false, inaccurate, out of date, or incomplete, or Kymeta has reasonable grounds to suspect that such information is false, inaccurate, not current, or incomplete, Kymeta may suspend or terminate your account and/or refuse any and all current or future use of, or access to, the Services (or any portion thereof).

2.2 These Terms also serve as the basis for your access, visits and participation in the Forums, which are comprised of a collection of technical support platforms related to Kymeta products. Kymeta reserves the right to modify, suspend or terminate the Forums and/or these Terms from time to time at its sole discretion and without notice. The Forums are provided on an AS IS and AS AVAILABLE basis. Kymeta will not be liable to you or any third-party for any claims or actions arising or resulting from your use, visit, or participation in the Forums and for any modification, suspension, or termination of the Forums, or termination of your access to the Forums.

3. CONFIDENTIALITY OF KYMETA INFORMATION

In order to gain access to the Services, You agree to these confidentiality provisions:

3.1 You acknowledge that you may obtain direct access via the Website to certain Kymeta confidential information (“Information”). You must hold Information in strict confidence and may provide Information to employees in your organization only on a need-to-know basis. You may use the Information from the Website solely for the purpose of purchasing, maintaining and supporting Your Kymeta products. Title to Information remains with Kymeta and its suppliers. You agree, either as an individual or on behalf of your employer, to be bound by the provisions of this Section 3. Furthermore, if you are acting on behalf of Your employer, Your employer agrees to indemnify You for violations of this Section 3.

3.2 You do not acquire any rights in Information, except the limited right to use Information as described above.

3.3 Any breach of the Terms will result in irreparable harm to Kymeta for which damages would be an inadequate remedy and, therefore, in addition to its rights and remedies otherwise available at law, Kymeta will be entitled to equitable relief, including both a preliminary and permanent injunction, if such a breach occurs. You waive any requirement for the posting of a bond or other security if Kymeta seeks such an injunction.

3.4 Your obligations regarding Information expire five (5) years after the date of disclosure. Upon termination of the Terms or Kymeta's written request, you must cease use of Information and return or destroy all Information.

3.5 The Terms impose no obligation upon you with respect to Information that you can establish by legally sufficient evidence: (a) you possessed, or knew, prior to your receipt from Kymeta, without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public through no act or omission by you, or otherwise without violation of the Terms; (c) you obtained from a third party who had the right to disclose it, without an obligation to keep such information confidential; (d) you independently developed without the use of Information and without the participation of individuals who have had access to Information, or (e) in response to a valid order by a court or other governmental body, as otherwise required by law, or as necessary to establish the rights of either party under these Terms and as disclosed after prior notice to Kymeta adequate to afford Kymeta the opportunity to object to the disclosure.

4. YOUR CONDUCT

4.1 You understand that all information, data, text, messages, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not Kymeta, are entirely responsible for all Content that you upload, post or otherwise transmit via the Services ("User Content"). Kymeta does not control the User Content posted via the Services and, as such, does not guarantee the accuracy, integrity or quality of such User Content.

4.2 By submitting the User Content to Kymeta for inclusion on the website, you grant Kymeta and all other users of Kymetacorp.com a worldwide, royalty-free, and nonexclusive license to reproduce, modify, distribute, transmit, display, perform, adapt, and publish the User Content (including in digital form).

4.3 Unless otherwise explicitly stated, herein, any User Content provided by you in connection with this Website shall be deemed to be provided on a non-proprietary and non-confidential basis. Kymeta shall have no obligation of any kind with respect to such User Content and shall be free to use or disseminate such User Content on an unrestricted basis for any purpose. You acknowledge that you are responsible for the User Content that you submit, and you, not Kymeta, have full responsibility for the User Content, including their legality, reliability, appropriateness, originality and copyright including email messages, newsgroup postings, chat, and personal or business web pages.

4.4 You agree not to post or store on Kymetacorp.com any User Content that violates or infringes anyone's intellectual property rights (including copyrights, trademarks, trade secrets, patents, publicity

rights or (to the extent protectable) confidential ideas) or that is obscene, obscene as to minors, child pornography, defamatory, racist, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable.

4.5 Kymeta reserves the right to edit or remove User Content that we become aware of and determine to be harmful, offensive or otherwise in violation of these Terms. Kymeta may also remove User Content that contains third-party commercial advertisements, is inaccurate or includes unauthorized disclosure or personal information. Violation of these restrictions (“Restrictions”) may also result in the termination or suspension of your account and/or access to Kymetacorp.com. These Restrictions apply to all User Content provided to or through the Services.

4.6 You agree not to use the Services in any way for spamming or to transmit chain letters, junk email or bulk communications. In the event of such spamming, Kymeta is entitled to obtain injunctive relief against any such transmission (in addition to all other remedies available at law or in equity). Kymeta reserves the right to block, filter or delete unsolicited email. Furthermore, you agree not to transmit unsolicited or bulk communications to any Kymeta account holder or to any Kymetacorp.com email address (regardless of whether you use the Services to transmit any such communication).

4.7 You agree not to use any Kymeta domain name as a pseudonymous return email address for any communications that you transmit from another location or through another service; and you may not pretend to be someone else or spoof their identity when using the Services.

4.8 You agree not to use the Services for any unlawful activities not otherwise covered above. Additionally, you agree NOT to use the Services to:

- (a) impersonate any person or entity, including, but not limited to, a Kymeta official, or falsely state or otherwise misrepresent Your affiliation with a person or entity;
- (b) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services or develop hidden pages or images (those not linked to Kymetacorp.com from another accessible page);
- (c) upload, post or otherwise transmit any Content that you do not have a right to transmit to the public under any law or under contractual or fiduciary relationships (such as inside information, proprietary or confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (d) upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (e) disrupt the normal flow of dialogue, cause a screen to “scroll” faster than other users of the Services are able to type, or otherwise act in a manner that negatively affects other users’ ability to engage in real time exchanges;
- (f) post, publish, or distribute any radical, defamatory, obscene, infringing, pornographic or other unlawful material or information in the Forums;

(g) intentionally or unintentionally violate any applicable local, state, national or international law, or any regulations having the force of law; or

(h) collect or store personal data about other users.

5. INVENTIONS, OWNERSHIP, RIGHTS AND LIABILITY

5.1 In the Kymeta Forums you may have the opportunity to actively participate by creating, providing, sharing and uploading information to the Forums such as comments, ideas or suggestions for new or improved products, technologies, marketing/advertising campaigns or product names, data, articles, documents, discussion forum threads, blog entries, computer code, such as software sample code, source code, scripts, patches, bug fixes, binaries or executables, or other information (collectively “Inventions”). Inventions in the Forums are subject to the Terms of Use. Kymeta assumes no responsibility or liability over the sharing of Inventions among users.

5.2 Any Inventions provided by you to the Forums may be editable and freely used by Kymeta and other users. Ways in which your Inventions may be used include, but are not limited to, creating comments, articles, documents, FAQs, or knowledge bases. For example, users may incorporate discussion threads written by other users into new documents. Additionally, users may incorporate documents written by others to create a new list of FAQs. Kymeta shall have the right to retain and use Inventions, in edited or unedited form, for any purpose in any way including but not limited to re-posting such Inventions to other areas of the Forums, by using Inventions in current or future products or services, or even give or sell your Inventions to others. Therefore, do not upload Inventions to the Forums unless you agree to these Terms of Use. Kymeta is under no obligation to post or use any Inventions provided by users and Kymeta may in fact remove any Inventions at any time at its sole discretion for any reasons.

5.3 Kymeta does not claim ownership of any Inventions that you or other users post, upload, submit or otherwise provide to the Forums. By providing Inventions to the Forums, you grant to Kymeta a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute such Inventions and derivative works. Additionally, by providing Inventions to the Forums, you grant to Kymeta a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable patent license to make, have made, use, offer to sell, export, and otherwise transfer or sublicense such Inventions. You also grant Kymeta and all users of the Forums the permission to use your Inventions in other areas of the Forums and for other commercial or noncommercial uses.

5.4 In order to grant Kymeta and other users of the Forums the rights, permissions and licenses contained herein, you represent and warrant that you either own or have all the necessary intellectual property rights in the Inventions uploaded or shared to the Forums and that your Inventions are non-infringing on the patent, copyright or other intellectual property rights of others. Do not post, upload, submit or otherwise provide Inventions to the Forums that are protected by the intellectual property rights of others, unless you own or have the necessary rights or licenses to use such Inventions.

5.5 By uploading Inventions to the Forums, you warrant that you are not uploading viruses, worms, Trojan horses or other malicious, illegal, or unlawful code which is designed to interrupt, destroy, or limit the functionality of any software or hardware. All Inventions available for download and/or use are provided on an AS IS and AS AVAILABLE basis, without any warranty of any kind and you assume all risks associated with the Inventions that you download. Kymeta expressly disclaims all warranties of any kind,

whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement of intellectual property rights. In no event will Kymeta be liable for any direct or indirect damages for any claims arising out of your download and/or use of such Inventions.

5.6 All Inventions are deemed be provided on a non-confidential basis. Kymeta is under no obligation to and does not control the Inventions created, provided or uploaded to the Forums. The nature of some Inventions may be offensive, harmful or inaccurate, and in some cases will be mislabeled or deceptively labeled. Kymeta reserves the right to take down and remove Inventions that are flagged by users or deemed by Kymeta as objectionable. However Kymeta is under no duty to take down or remove any Inventions.

6. INDEMNITY

6.1 You agree to indemnify and hold Kymeta, and its subsidiaries, affiliates, officers, agents, co-branders, alliance members, or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your User Content, your use of the Services, including any use by your employees, your connection to the Services, your violation of the Terms, or your violation of any rights of another.

7. NOTICES; MODIFICATION AND TERMINATION OF SERVICES

7.1 Kymeta may provide notices of changes to the Terms or other matters by displaying notices or links to notices to you generally on the Services. Kymeta reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. Kymeta may make changes to the Kymeta on-line store, including regarding products, services, programs, and prices, at any time without notice. Kymeta, in its sole discretion, may terminate Your password, Your use of the Services or use of any other Kymeta service, and remove and discard any User Content within the Services, for any reason, including, without limitation, for lack of use or if Kymeta believes that You have violated or acted inconsistently with the letter or spirit of the Terms. Any termination of your access to the Services under any provision of the Terms may be effected without prior notice, and Kymeta may immediately de-activate or delete Your account and all related information and files in Your account and/or bar any further access to such files or the Services. Kymeta will not be liable to you or any third-party for any termination, modification, or suspension of the Services.

8. ADVERTISEMENTS AND PROMOTIONS

8.1 Kymeta may run advertisements and promotions from third parties on the Services. Any correspondence or business dealings with, or participation in promotions of, advertisers other than Kymeta found on or through the Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. Kymeta is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such non-Kymeta advertisers on the Services.

9. LINKS

9.1 The Services may provide, or third parties may provide, links to other Internet sites or resources. Because Kymeta has no control over such sites and resources, you acknowledge and agree that Kymeta is not responsible for the availability of such external sites or resources, and does not endorse and is not

responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. Kymeta will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third party content, goods or services available on or through any such site or resource.

9.2 This Website may be linked to other websites which are not under the control of and are not maintained by Kymeta. Kymeta is not responsible for any third party content of those sites. Kymeta is providing these links to you only as a convenience, and the inclusion of any link to such sites does not imply endorsement by Kymeta of those sites.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 The Services and any software (including any downloads available at the Website or otherwise provided by Kymeta) used in connection with the Services (“Software”) contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Any third party content contained in third-party advertisements or information presented to you through the Services or advertisers is protected by copyrights, trademarks, service marks, patents, publicity rights, or other proprietary rights and laws. Except as expressly authorized by Kymeta or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Services or the Software, in whole or in part.

10.2 Kymeta is committed to respecting others’ intellectual property rights, and we ask our users to do the same. If you believe that Your work has been copied in a way that constitutes copyright infringement on our Website, please contact our copyright agent as described in our copyright policy.

10.3 All Content (except for the User Content) provided on this Website is provided by or to Kymeta by its respective manufacturers, authors, developers and vendors (the “Third Party Providers”) and is the copyrighted work of Kymeta and/or the Third Party Providers. Except as stated herein, none of the Content may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior express written permission of Kymeta or the Third Party Provider. No part of the Website, including logos, graphics, sounds or images, may be reproduced or retransmitted in any way, or by any means, without the prior express written permission of Kymeta. You also may not, without Kymeta’s prior express written permission, “mirror” any Content contained on this Website on any other server.

10.4 Except for the license to the User Content and Inventions per Section 4 and 5 above, nothing on this Website shall be construed as conferring any license under any of Kymeta’s or any Third Party Provider’s intellectual property rights, whether by estoppel, implication, or otherwise. You acknowledge sole responsibility for obtaining any such licenses.

10.5 Permission is granted to display, copy, distribute and download Kymeta’s Content on this Website provided that: (1) both the copyright notice identified below and this permission notice appear in the Content, (2) the use of such Content is solely for personal, non-commercial and informational use and will not be copied or posted on any networked computer or broadcast in any media, except as explicitly permitted by valid license covering such materials, and (3) no modifications of any of the Content are made. This permission terminates automatically without notice if you breach any of these terms or conditions. Upon termination, you must immediately destroy any downloaded and printed Content.

10.6 Third party content or User Content has not been independently authenticated in whole or in part by Kymeta. Kymeta does not provide, sell, license, or lease any of the Third Party or User Content other than those specifically identified as being provided by Kymeta.

11. DISCLAIMER OF WARRANTIES

11.1 YOUR USE OF THE SERVICES AND ANY SOFTWARE IS AT YOUR SOLE RISK. THE SOFTWARE, SERVICES AND INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CONTENT ON THE WEBSITE IS PROVIDED "AS IS", "WITH ALL FAULTS," AND IS FOR COMMERCIAL USE ONLY. KYMETA DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT OR NONINFRINGEMENT. KYMETA MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTIES AS TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY OF THE CONTENT CONTAINED ON THE WEBSITE. KYMETA MAY MAKE AVAILABLE ON THE WEBSITE CONTENT AVAILABLE FOR DOWNLOADING WHICH HAS BEEN SUBMITTED BY THIRD-PARTY USERS OF THE WEBSITE. ANY QUESTIONS REGARDING THE CONTENT SHOULD BE DIRECTED TO THE PROVIDERS OF SUCH CONTENT. IN NO EVENT WILL KYMETA OR ITS SUPPLIERS BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF THE CONTENT OR INFORMATION FROM THE WEBSITE.

11.2 KYMETA MAKES NO WARRANTY OR CONDITION THAT: (i) THE SOFTWARE OR SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOFTWARE OR SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SOFTWARE, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR THAT (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

11.3 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, INCLUDING ANY DAMAGES RESULTING FROM COMPUTER VIRUSES.

11.4 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM KYMETA OR THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THE TERMS. KYMETA'S EMPLOYEES ARE NOT AUTHORIZED TO VARY THESE TERMS.

12. LIMITATION OF LIABILITY

12.1 TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, KYMETA IS NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, USE, DATA, ELECTRONICALLY TRANSMITTED ORDERS, OR OTHER ECONOMIC ADVANTAGE (EVEN IF KYMETA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR RELATED TO: (i) THE USE OF OR THE INABILITY TO USE THE SOFTWARE OR SERVICES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, SOFTWARE, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv)

STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES AND THE WEBSITE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICES, INCLUDING CONTENT YOU MAY DOWNLOAD, USE, MODIFY OR DISTRIBUTE FROM THE WEBSITE.

12.2 YOU HAVE SOLE RESPONSIBILITY FOR ADEQUATE PROTECTION AND BACKUP OF DATA AND/OR EQUIPMENT USED IN CONNECTION WITH THE WEBSITE AND WILL NOT MAKE A CLAIM AGAINST KYMETA FOR LOST DATA, RE-RUN TIME, INACCURATE OUTPUT, WORK DELAYS OR LOST PROFITS RESULTING FROM THE USE OF THE CONTENT.

12.3 YOU AGREE TO HOLD KYMETA HARMLESS FROM, AND YOU COVENANT NOT TO SUE KYMETA FOR, ANY CLAIMS BASED ON USING THE WEBSITE, WHETHER IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

13. GENERAL INFORMATION

13.1 The Terms constitute the entire agreement between you and Kymeta and govern your use of the Services, superseding any prior agreements between You and Kymeta (including, but not limited to, any prior versions of the Terms). You also may be subject to additional terms and conditions that may apply when you use other Kymeta services, third-party content or third-party software. You must not assign or otherwise transfer the Terms nor any right granted hereunder. Sections 3, 4, 5, 7, 10, 12 and 13 survive termination of the Terms.

13.2 Washington state law and controlling U.S. federal law govern any action related to the Terms. No choice of law rules of any jurisdiction apply. The parties specifically disclaim the U.N. Convention on Contracts for the International Sale of Goods. You and Kymeta agree to submit to the personal and exclusive jurisdiction of the state courts located within King county.

13.3 Kymeta controls and operates this Website from its headquarters in the United States of America and makes no representation that this Content is appropriate or available for use in other locations. If You use this Website from other locations, You are responsible for compliance with applicable local laws including but not limited to the export and import regulations of other countries.

13.4 You acknowledge and agree that Content is subject to the U.S. Export Administration Laws and Regulations. Diversion of such Content contrary to U.S. law is prohibited. You agree that none of the Content, nor any direct product therefrom, is being or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor be used for nuclear activities, chemical biological weapons, or missile projects unless authorized by the U.S. Government. You agree to comply strictly with all U.S. export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

13.5 This Website could include inaccuracies or typographical errors. Kymeta and the Third Party Providers may make improvements and/or changes in the products, services, programs, and prices described in this Website at any time without notice. Changes are periodically made to the Website. Kymeta may amend these Terms at any time by posting the amended terms on this site.

13.6 The failure of Kymeta to exercise or enforce any right or provision of the Terms does not constitute a waiver of such right or provision. If a court of competent jurisdiction finds any provision of the Terms

to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms are for convenience only and have no legal or contractual effect.

13.7 These Terms represent the entire understanding relating to the use of the Website and prevail over any prior or contemporaneous, conflicting, or additional, communications.