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**Standard Terms of Service**

Stack Moxie, Inc, and its affiliates (referred to herein as “we” “us” “our” or “Stack Moxie”). The terms “you” “your” or “User” refers to the individual party creating an account for themselves or the entity such individual is authorized to represent. For clarity, if you are creating an account as an authorized representative on behalf of an entity, which shall be deemed to have occurred in the event you use a corporate e-mail address in connection with the creation of an account, you represent to us that you have full authority to bind that entity to these terms.

We may modify the Terms and our Services at any time, at our sole discretion. If we do so, a notification will be on our website and an email will be sent to the email on file. It’s important that you review the Terms whenever we modify them as your continued use of the Services after we have posted modified Terms on the website indicates to us that you agree to be bound by the modified Terms. If you don’t agree to be bound by the modified Terms, then please discontinue use of the Services immediately. Further, our Services evolve over time and we reserve the option to change or discontinue all or any part of the Services, at any time and without notice to you, at our sole discretion.

1. **Privacy.**Your privacy is important to us. Please review our Privacy Policy for information about the data we may collect and how we store it and use it. Our Privacy Policy is incorporated in these Terms and is available at www.stackmoxie.com/privacypolicy
2. **Scope of Services.**
   1. *Definitions*. Reference to the “Platform Services” in these Terms, includes all products and services that Stack Moxie offers, and/or that you order under a separately executed Order Form with our sales team, or by setting up and using the Stack Moxie User account. This also includes our services provided to you on a trial basis or otherwise free of charge. Platform Services shall include the (a) providing, hosting, and maintain a platform to perform automation, routing, configuration, integration and regression testing (collectively the “Stack Moxie Tool” available at app.stackmoxie.com), associated configuration tiles, and testing protocols, (b) access to dashboard to run analytics and review reports, (c) technical support and maintenance where applicable, When we refer to the “Documentation” we mean all of the Stack Moxie instruction manuals and guides, code samples, manuals, guides, on-line help files, and technical documentation made publicly available by us for the Services, and as may be updated from time to time. When we refer to the “User Application” we mean any application of the Stack Moxie Tool by the User.
   2. *License to Platform Services*. You may use the Platform Services, on a non-exclusive basis, solely to use and access the Stack Moxie Tools to perform various tests, including automation, routing, configuration, integration and regression testing on the User’s systems and technology.
   3. *Changes to the Services*. The features and functions of the Platform Services, including our SLA, may change over time. It is your responsibility to ensure that calls or requests you make to the Services are compatible with our then-current Services. Although we try to avoid making changes to the Services that are not backward compatible, if any such changes become necessary, we will use reasonable efforts to let you know at least thirty (30) days prior to implementing those changes.
   4. *Designated Affiliate use of Services*. Your Affiliates mean any entity or person that controls you, is controlled by you, or under common control with you, such as a subsidiary, parent company, or employee. The term “control” means more than 50% ownership. Similarly, if we refer to our Affiliates, we mean an entity or person that controls us, is controlled by us or is under common control with us. Unless agreed upon in a separately executed Order Form, Your Affiliates are not permitted to purchase Services using the Terms of Service that you accepted. Instead, your Affiliates will need to accept the Terms themselves. If your Affiliates use the Services under these Terms, then you and those Affiliates will be jointly and severally responsible for the acts and omissions of your affiliates, including, but not limited to, their breach of these Terms. Any claim from any of your affiliates that use the Services pursuant to these Terms may only be brought against us by you on your affiliates’ behalf.
3. **Creating a Stack Moxie Account.**
   1. To use the Services, you will be asked to create a User account. As part of the account creation process, you’ll be asked to provide your email address, create a password, and verify your account using your email address.
   2. When registering for an account, you must provide true, accurate, current, and complete information about yourself as requested during the account creation process.
   3. You may also create sub-accounts within each account. You must keep that information true, accurate, current, and complete after you create each account.
   4. You are solely responsible for all use (whether or not authorized) of the Services under your User account(s) and any subaccount(s), including the quality and integrity of your User Data (as defined below). You are also solely responsible for all acts and omissions of anyone who has access to or otherwise uses any User Application.
   5. You agree to take all reasonable precautions to prevent unauthorized access to or use of the Services and will notify us promptly of any unauthorized access or use.
   6. We will not be liable for any loss or damage arising from unauthorized use of your User account(s).
   7. You will be solely responsible, at your own expense, for acquiring, installing and maintaining all hardware, software, and other equipment as may be necessary for you and each End User to connect to, access, and use the Services.
   8. You will not create multiple User accounts to simulate or act as a single User Application or Service account (respectively) or otherwise access the Service in a manner intended to avoid incurring fees.
   9. You represent that in the event you are acting as an authorized representative, including by using a corporate e-mail address during the creation of an account, you have the full authority to bind the that corporate entity and that you are using your account on behalf of that corporate entity.
4. **Account Holder’s User Data and Representations.**
   1. “User Data” may consists of data (personal or otherwise) and other information made available to us by or for you through the use of the Services under these Terms. If you are located in a European Economic Area (EEA), Switzerland, or the United Kingdom please contact us at [privacy@stackmoxie.com](mailto:privacy@stackmoxie.com) to establish an appropriate Data Protection Addendum. It is your responsibility to contact us if you elect to use our services for your business purposes Personal data as a general matter is governed by our Privacy Policy which you agree to abide by.
   2. By using our services, you are providing permission to us to use and disclose your User Data as necessary to (a) provide the Services consistent with Stack Moxie’s then-current Privacy Policy, detecting, preventing, and investigating security incidents, fraud, spam, or unlawful use of the Services, and (b) respond to any technical problems or your queries and ensure the proper working of the Services. You acknowledge, that email and SMS are an insecure medium that is generally not encrypted in transit and security of information transmitted through the Internet can never be guaranteed and, accordingly, we are not responsible for any interception or interruption of any communications through the internet or for changes to or loss of User Data in connection with the Services.
   3. You represent and warrant that you have provided (and will continue to provide) adequate notices and have obtained (and will continue to obtain) the necessary permissions and consents to provide User Data to us for use and disclosure pursuant to this section.
5. **Data Handling.**
   1. Stack Moxie utilizes administrative, physical, and electronic measures, in accordance with good industry practice, which is designed to protect User Confidential Information from unauthorized access, use, or disclosure (collectively, the “Security Measures”), including, without limitation, the following encryption of all User Confidential Information whether at rest or when transmitted by us, using then-current industry-standard strong encryption technologies. Stack Moxie will notify User of unauthorized access to, or use, disclosure, loss, damage, or corruption of User Confidential Information within our custody or control as soon as reasonably practicable after confirmation of the same, and will reasonably cooperate with User with respect to such unauthorized access, use or disclosure.
   2. When applicable, we will process User Data in accordance with an established Data Protection Addendum if one is established between us and the User. If a DPA is established the DPA shall govern as to any conflicting term only. The user is solely responsible for determining its location and processing of personal data and for contacting us to establish a Data Protection Addendum.
6. **User Representations and Responsibilities.**
   1. Users are responsible for their compliance, and the compliance of their respective Authorized Users, with these Terms of Use. Authorized User means any individual or entity that directly or indirectly (a) accesses or uses your services or content, or (b) otherwise accesses or uses our Services under User’s account or public-facing services (i.e. website).
   2. User is solely responsible for its User’s Content and the means by which User, or an End User, has acquired and uses User’s Content with and in the Platform Services.
   3. User will use commercially reasonable efforts to prevent unauthorized access to or use of the Platform Services and notify Stack Moxie promptly of any such unauthorized access or use.
   4. Users will use the Platform Services only in accordance with these Terms of Use and applicable laws and government regulations.
   5. User will not, transfer, resell, lease, license any Platform Services available to, or use any Platform Services for the benefit of anyone other than User.
   6. User will not dissemble, decompile, or reverse engineer the Platform Services. Further, User expressly agrees not to use the Platform Services or the data derived therefrom  to build a competitive product or service.
   7. User will not rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform Services or Documentation on any basis beyond the expressly authorized uses under the Services Agreement
   8. The User is responsible for meeting the hardware, software, and other requirements necessary to properly access and use the Platform Services.
   9. If the User does not wish to manage the Platform Services (applicable to only private cloud deployments), the User may enter into a separate agreement with Stack Moxie to manage the Cloud Services.
   10. User will comply with the Terms of Use, privacy policy, and all laws, rules, and regulations applicable to User’s use of the Platform Services.
   11. User represents, covenants, and warrants that User will use the Platform Services only in compliance with all applicable laws and regulations. User hereby agrees to indemnify and hold harmless Stack Moxie against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and reasonable attorneys’ fees) in connection with any claim or action that arises from User’s alleged violation of the foregoing or otherwise from User’s use of Services. Although we have no obligation to monitor your use of the Services, we may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.
7. **Proprietary Rights; Feedback.**
   1. Stack Moxie retains all rights, title, and interest, including without limitation all intellectual property rights, to all Stack Moxie assets, software, algorithms, code, general technology included in, or used with, the Platform Services, and any and all modifications, enhancements, customizations, upgrades, and improvements derived from or made to the Stack Moxie Platform Services. User Content provided to Stack Moxie may be used to train and improve Stack Moxie technology in a non-identifiable manner, and Stack Moxie retains all rights, title, and interest to such technology improvements.
   2. As between the User and Stack Moxie, we exclusively own and reserve all right, title, and interest in and to the Platform Services, Documentation, our Confidential Information, and all anonymized or aggregated data resulting from use and operation of the Services (such as but not limited to volumes, frequencies, or bounce rates) and that do not identify a natural person as the source of the information, as well as any feedback, recommendations, correction requests, or suggestions about the Services
   3. Users at all times shall own and will retain all right, title, and interest, including all intellectual property rights, to their User Data, as well as outcome data for the purposes of performing tests via the Platform Services (excluding any Company IP therein).
   4. We welcome your feedback about the Services. But please know that by submitting feedback you agree that: (a) we are not under any obligation of confidentiality with respect to your feedback; (b) we may use or disclose (or choose not to use or disclose) your feedback for any purpose and in any way; (c) we own the feedback; and (d) you are not entitled to any compensation or reimbursement of any kind from us under any circumstances for our use of your feedback.
8. **Subscription Fees.**
   1. Order Form (Subscription). You agree to pay the fees on your Subscription Order forms executed with Stack Moxie. The terms of the Order Form shall govern as to length of subscription, fees, etc. and take precedence over any conflicting terms in these terms and conditions.
   2. Monthly Subscribers (subscribed at StackMoxie.com). You agree to pay fees in accordance with the rates listed at <https://www.stackmoxie.com/pricing/>. Users with paid accounts will be billed monthly automatically starting on the day you sign up and then monthly every 30th day therefrom. If you upgrade from a free to a paid account you will be billed immediately upon upgrading and then monthly every 30th day therefrom. Each bill paid ensures your access to portions of the Services that require payment for the next thirty (30) days. There are no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open paid Account.
   3. Subscribers and Pay as you go customers are responsible for paying all applicable taxes and duties on the receipt of such services. If Stack Moxie has the legal obligation to pay or collect taxes for which User is responsible under this Terms of Use, the appropriate amount shall be invoiced to and paid by User, unless User provides Stack Moxie with a valid tax exemption certificate authorized by the appropriate taxing authority.
   4. Trial subscriptions are subject to the terms and conditions of the Services Agreement and any applicable additional terms disclosed as part of such offer or promotion. If Customer is offered a reduced-fee trial, unless otherwise expressly provided as part of the offer terms, the service will convert to a comparable full-fee Subscription Offering unless Customer reverts to the standard no charge offering. The terms and conditions of the Services Agreement remain active until Customer expressly terminates the Services Agreement and related Services.
9. **Service Commitment and Support.**   
   Stack Moxie will provide Users with customer service and technical support via email during normal business hours (M-F 9am-5pm PST; excluding holidays).

Additional service and support may be available for additional fee.

1. **Temporary Suspension.**
   1. *Generally*. Stack Moxie may suspend User’s access, to use any or all of the Platform Services immediately upon notice to User if Stack Moxie determines using its reasonable discretion:
      1. User’s use of the Platform Services (i) poses a security risk to the Platform Services or to any third party, (ii) is likely to adversely impact Stack Moxie systems, the Platform Services or the systems or content of any other User, (iii) could subject Stack Moxie affiliates, or any third party to liability, or (iv) could be fraudulent;
      2. User violates these Terms of Use or is in breach of User’s payment obligations and has failed to cure such breach within 10 days’ written notice that payment is past due.
   2. *Effect of Suspension*. If Stack Moxie suspends User’s right to access or use any portion, or all, of the Platform Services:
      1. The user remains responsible for all fees and charges the User incur during the period of suspension; and,
      2. User will not be entitled to any service credits, if applicable, under any Service Level Agreement for the period of suspension.
      3. Stack Moxie will return the User’s access immediately upon resolution of the issue.
2. **Term; Termination.**

(a) Term and Auto-renewal. The term of the Services shall commence on the date you create an account and may be terminated only in accordance with the terms provided in the Order Form. Unless otherwise provided in the Order Form, the subscription shall automatically renew for successive subscription terms of the same duration identified in the Order Form (i.e. monthly or quarterly). User may terminate by providing written notice of non-renewal or cancellation within sixty days of the end of the Term. The termination becomes effective on the last day of the current term in which Customer’s non-renewal or cancellation was received, typically the end of the month. In the event of a Subscription Offering that establishes a period greater than one month and stipulates prepayment of Subscription Fees, a written notice of cancellation is effective the last day of the month in which it was received.

(b) Termination. In addition to any other express termination right set forth in the Services Agreement: (i) Stack Moxie may terminate the services, if User fails to timely pay any amount when due hereunder or breaches obligations under Sections 2, 3 or 7 of these Terms. (ii) Either Party may terminate the Services Agreement, effective on written notice to the other Party, if the other Party breaches the Services terms, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured five (5) days after the non-breaching Party provides the breaching Party with written notice of such breach. (iii) As permitted by applicable Law, either Party may terminate the Services Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon any expiration or termination of the Services Agreement, except as expressly otherwise provided in the Services Agreement: (i) all rights, licenses, consents and authorizations granted by either Party to the other hereunder will immediately terminate; (ii) Customer shall immediately cease all use of the Services and Documentation; (iii) Customer shall promptly return to Company, or at Company’s written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on any Company Confidential Information; (iv) if Customer terminates the Services Agreement under Section 5 (b) (ii), or if Company terminates the Services Agreement under Section 5 (b) (iv), Customer will be relieved of any obligation to pay any Subscription Fees attributable to the period after the effective date of such termination and Company will refund to Customer on a pro-rata basis that portion of Subscription Fees paid in advance for Services that Company has not performed as of the effective date of termination; if Customer terminates the Services Agreement under 5 (a) electing not to enter into a Renewal Term or ending Services provided before term expiration Customer will be relieved of any obligation to pay any Subscription Fees attributable to the period after the effective date of such termination and Company will refund to Customer on a pro-rata basis that portion of Subscription Fees paid in advance for Services that Company has not performed as of the effective date of termination less any promotional or prepayment discounts offered, discounted fees or usage during a Trial, or any other promotional offer; and (v) if Company terminates the Services Agreement other than under Section 5(a) or 5 (b) (iv), all Fees, including without limitation, Subscription Fees that would have become payable had the Services Agreement remained in effect until expiration of the Term, and Customer shall pay such Subscription Fees any other Fees, together with all previously-accrued but not yet paid Subscription Fees and other applicable compensation, within fifteen (15) days of invoicing.

(d) Surviving Terms. The provisions set forth in Sections 1, 3 (b), 3 (c), 3 (e), 4 – 12 of these Standard Terms, and any other right or obligation of the Parties in the Services Agreement that, by its nature, should survive termination or expiration of the Services Agreement, and any of the Platform Terms that are expressly provided herein to apply, will survive any expiration or termination of the Services Agreement.

1. **Disclaimers.** Stack Moxie shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner that minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Stack Moxie or by third-party providers, or because of other causes beyond Stack Moxie’s reasonable control, but Stack Moxie shall use reasonable efforts to provide notice by e-mail of any scheduled service disruption. Notwithstanding the foregoing, Stack Moxie does not warrant that the Services will be uninterrupted or error-free; nor does it make any warranty as to the results that may be obtained from the use of the Services. THE PLATFORM SERVICES AND CONTENT ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO WARRANTY THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. WE MAKE NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, OR RELIABILITY OF ANY CONTENT.
2. **Indemnity.**
   1. *Indemnity for Infringement Claim*. If your use of the Services has become, or in Stack Moxie’s opinion is likely to become, the subject of any Infringement Claim, Stack Moxie may at its option and expense: (a) procure for you the right to continue using the Platform Services as set forth herein; (b) modify the Platform Services to make them non-infringing; or (c) if the foregoing options are not reasonably practicable, terminate these Terms and refund you any unused pre-paid fees. This Section states your exclusive remedy for any Infringement Claim by a third party.
   2. *Limitations on Indemnity*. Stack Moxie will have no liability or obligation with respect to any Infringement Claim and a court award of damages (a) arising out of your use of the Services in breach of these Terms, (b) arising out of the combination, operation, or use of the Services with other applications, portions of applications, products, or services where the Services would not by themselves, and without modification, be infringing, or (c) arising from Services for which there is no charge.
   3. *User Indemnity Obligations*. You agree to defend, indemnify and hold harmless Stack Moxie; or its officers, directors, employees, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, or expenses (including but not limited to attorneys’ fees), to the extent allowed by applicable law, that arises from or are caused by (i) your use of and access to the Services contrary to these Terms or applicable law; (ii) User’s violation of any third party right, including without limitation any copyright, property, moral or privacy right; or (v) any claim that your Content caused damage to any third party. This section shall survive these Terms and your use and termination of the Services.
   4. *Claim Contingencies*. As a condition of the foregoing indemnification obligations: (a) the indemnified party (“Indemnified Party”) will promptly notify the indemnifying party (“Indemnifying Party”) of any Infringement Claim or User Indemnifiable Claim, as applicable (collectively referred to as a “Claim”), provided, however, that the failure to give such prompt notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the Indemnifying Party was actually and materially prejudiced by such failure; (b) the Indemnifying Party will have the sole and exclusive authority to defend or settle any such Claim (provided that, the Indemnifying Party will obtain the Indemnified Party’s consent in connection with any act or forbearance required by the Indemnified Party, which consent will not be unreasonably withheld); and (c) the Indemnified Party will reasonably cooperate with the Indemnifying Party in connection with the Indemnifying Party’s activities hereunder, at the Indemnifying Party’s expense. The Indemnified Party reserves the right, at its own expense, to participate in the defense of a Claim. Notwithstanding anything herein to the contrary, the Indemnifying Party will not settle any Claims for which it has an obligation to indemnify pursuant to this Section 13 admitting liability or fault on behalf of the Indemnified Party, nor create any obligation on behalf of the Indemnified Party without the Indemnified Party’s prior written consent.
3. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND OR NATURE HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL Stack Moxie’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS TERMS OF USE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE SUM PAID BY USER IN THE PRIOR TWELVE MONTHS OR ONE HUNDRED DOLLARS (IF YOU HAVE NO PAYMENT OBLIGATION).
4. **Miscellaneous.**
   1. *Government End-Users*. User agrees that any software provided or used with the Platform Services qualifies as “commercial” computer software. Government technical data and software rights related to the software include only those rights customarily provided to the public as defined in this Terms of Use. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation).
   2. *Export Compliance*. User represents and warrants that neither User nor any of User’s employees, is a person or entity with whom U.S. entities are restricted from doing business under regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order or other governmental action.
   3. *Links To Third-Party Services*. The site may contain links to third-party websites. We are not responsible for the content, products, or services on or available from those advertisements, websites, resources, or links displayed on the Site. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party websites or resources.
   4. *Publicity*. You grant Stack Moxie the right to use your name, logo, and a description of your use case to refer to you on Stack Moxie’s website, earnings release, and calls, marketing, or promotional materials.
   5. *Entire Agreement*. This Terms of Use incorporates any subscription pricing for the Platform, any executed Order Form, our privacy policy, and when applicable our standard Data Processing Addendum and is the entire agreement regarding the subject matter of this Terms of Use. This Terms of Use supersedes all prior or contemporaneous representations, understandings, agreements, or communications between User and us, whether written or verbal, regarding the subject matter of this Terms of Use. Stack Moxie will not be bound by, and specifically, object to, any term, condition, or other provision that is different from or in addition to the provisions of this Terms of Use (whether or not it would materially alter this Terms of Use) including, for example, any term, condition or other provision (a) submitted by User in any order, receipt, acceptance, confirmation, correspondence or other documents, (b) related to any online registration, response to any Request for Bid, Request for Proposal, Request for Information, or other questionnaires, or (c) related to any invoicing process that User submits or requires Stack Moxie to complete.
   6. *Waiver*. A term or condition of this Terms of Use may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may evoke any remedy available under the License Terms of Use or by law despite such forbearance or notice.
   7. *Survival*. Upon the expiration or other termination of this Terms of Use, the respective rights and obligations of the parties hereto shall survive such expiration including Sections 4, 5, 6, 7, 8, 12, or 13, and any other term by its nature is intended to survive.
   8. *Severability*. If any provision of this Terms of Use or compliance by either party with any provision of this Terms of Use constitutes a violation of any law, or is or becomes unenforceable or void, then such provision, to the extent only that it is in violation of the law, unenforceable or void, shall be deemed modified to the extent necessary so that it is no longer in violation of the law, unenforceable or void, and shall be enforced to the fullest extent permitted by law. If such modification is not possible, said provision, to the extent that it is in violation of the law, unenforceable or void, shall be deemed severable from the remaining provisions of this Terms of Use.
   9. *Assignment*. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party’s prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Terms of Use in its entirety (together with all Orders), without the other Party’s consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Terms of Use will bind and inure to the benefit of the parties, their respective successors, and permitted assigns.
   10. *Notice.* Any notice required or permitted to be given hereunder will be given in writing to the email on file for the account holder and shall be deemed delivered upon receipt. You may contact us at support@Stack Moxie.com.
   11. *Force Majure.* Force Majeure. No failure, delay, or default in performance of any obligation of a party shall constitute an event of default or breach of these Terms to the extent that such failure to perform, delay, or default arises out of a cause, existing or future, that is beyond the control and without negligence of such party, including action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood, a terrorist act; war; riot; theft; earthquake and other natural disasters. The party affected by such cause shall take all reasonable actions to minimize the consequences of any such cause.
   12. *Governing Law.* This Terms of Use will be governed by and construed in accordance with the laws of the State of Washington, USA (excluding its body of law controlling conflicts of law).. Any legal action or proceeding arising under this Terms of Use will be brought exclusively in the federal or state courts located in, King County, Washington.
   13. *Dispute Resolution.* We prefer to resolve things amiably when possible, therefore, you agree to the following dispute resolution policy in connection with any potential claims or disputes arising from your use of the Services. Start by notifying us of your dispute by sending a notice to  support@stackmoxie.com .
       1. *Informal Negotiations*: Parties to a dispute concerning the Terms, the Privacy Policy, or the use of the Services will attempt to informally negotiate a potential settlement or resolution to the dispute;
       2. *Arbitration*: In the event that informal negotiations are unsuccessful, the parties agree to follow the arbitration procedures set forth by the American Arbitration Association (AAA) to resolve the dispute.
       3. *Binding Arbitration*: If for any reason arbitration is unsuccessful or unavailable to the parties, parties agree to submit to binding arbitration in the jurisdiction of the State of Washington. Each of us is responsible for paying our own filing, administrative and arbitrator fees. Judgment on the arbitration award may be entered in any court having jurisdiction thereof.

| Stack Moxie, Inc. | Customer: |
| --- | --- |
| By: | By: |
| Name: | Name: |
| Title: | Title: |
| Address for Notice:  1925 6th Street  Kirkland, WA 98033  U.S.A | Address for Notice: |