



Superr Terms of Use

IMPORTANT: BY USING THE SERVICES (DEFINED BELOW) YOU ACCEPT THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS SET FORTH HEREIN PLEASE DO NOT USE THE SERVICES.

1. Acceptance of Terms

The following instrument consists of the terms and conditions governing access to and use of Superr Inc.'s (the "**Company**" or "**we**") proprietary mobile application (the "**Application**") and website generally known as Superr and the content, features and services therein (collectively, the "**Services**"). These Superr TERMS OF USE together with the Superr Privacy Policy available at http://superr.io/superr_privacy_policy.pdf (the "**Terms**") constitute a binding agreement between the Company and you, a user seeking to receive services from a service provider ("**Customer**") or a service provider offering its services on the Services ("**Service Provider**"). Customers and Service Providers shall be collectively defined as "**you**", "**user**"). By installing the application and/or using the Services (in whole or in part) in any way or manner you hereby agree to abide by, and be bound, by these Terms. If you do not understand and/or agree to these Terms, you should immediately exit the Services and cease making any use of the Services.

We may unilaterally change or add to the terms of these Terms at any time. In the event of a material change, we shall notify you via email or by means of a prominent notice on the Services. You should check our Services periodically and review changes to the Terms at the following URL: http://superr.io/superr_privacy_policy.pdf and <http://superr.io/terms.pdf>. By continuing to use the Services following such changes, you hereby agree to be bound by such changes.

ARBITRATION NOTICE: THESE TERMS CONTAIN AN ARBITRATION CLAUSE IN SECTION 16 BELOW. EXCEPT FOR CERTAIN TYPES OF DISPUTES, AS EXPLAINED IN SECTION 16, YOU AND THE COMPANY AGREE THAT DISPUTES BETWEEN US WILL BE RESOLVED BY MANDATORY BINDING INDIVIDUAL ARBITRATION, AND YOU AND THE COMPANY WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

2. License

Subject to the terms and conditions set forth herein, we hereby grant to you, and you accept, a personal, nonexclusive, non-transferable, non-sub-licensable, revocable (to the sole discretion of the Company), limited license to access and make personal non-commercial use of the Services, only according to the terms of these Terms..

3. Third Party Content and Services.

The Company is not a party to any engagement or transaction between Service Providers and

Customers and shall not be responsible for any services or products provided by Service Providers in connection with the Services. The Services are only a platform to be used as a mere platform for Service Providers to offer services to Customers and for Customers to search for and interact with Service Providers. Company does not promote, recommend or endorse any Service Provider or any of its services or products and does not take any responsibility for collection from Customers who default on payment obligations. The Services include resources and content which may be provided by third parties in addition to Service Providers and may include links to third party services and resources or enable you to receive services directly from third parties such as credit card payment platforms, social media interactions etc.. The Company is not and shall not be liable or responsible for any third party content and does not promote, recommend, or endorse third party content.

The Company does not control the availability or the services or content of third party services or resources, including without limitation the Service Providers. Reference to or links to such resources are solely for your convenience. Should you leave the Services via a link, websites, applications or use of third party content, you do so at your own risk.

4. Payments

- 4.1** As part of the Services, Customers may be able to make payments to Service Providers and the Service Providers may receive payments from Customers. The Company will provide escrow services in respect of these payments but is not otherwise a party to such transactions and shall not be liable to any damages, loss or invasion of privacy due to use of such content and services as mentioned herein. When engaging a Service Provider or a third party provider (including via linked sites, applications and content), we recommend that you carefully read and abide by the terms of use and privacy policies of such Service Providers, applications, sites and content.
- 4.2** Company will charge a commission from all payments made by Customers for transactions that occur as a result of the use of the Services and retain the rest in escrow until release to Service Providers. The escrow amount will be released to Service Provider after Service Provider's written confirmation that provision of the services to Customer has started. The commission will be posted on the payment page and may be changed from time to time by Company at its sole discretion, provided that changes will not apply retroactively to payments already made. Service Providers are required to post clear payment policies and cancellation policies for their services in accordance with all applicable laws, stating the required notice period prior to cancellation. Service Providers will provide a full refund to Customers who cancel their orders in accordance with the cancellation policy. To the extent a Customer cancels a transaction made on the Services with a Service Provider pursuant to the applicable cancellation policy or applicable law, Company will charge a commission only on the cancellation fee.
- 4.3** Company uses Braintree, a division of PayPal, Inc. (Braintree) for payment processing services. By using the Braintree payment processing services you agree to the Braintree Payment Services Agreement available at <https://www.braintreepayments.com/legal/gateway-agreement>, and the applicable bank agreement available at <https://www.braintreepayments.com/legal/bank-agreement>. The foregoing terms are solely between you and the entity specified therein and Company is not a party to said terms and is not responsible for any services provided in connection therewith.

5. Ownership of Proprietary Rights

The Services, including without limitation any underlying data, software, platforms, algorithms, technology, application design, any information, logos, trade-names and brands, services, texts (including articles and blogs), files, animation, images, sound, music, videos, various applications, organization, structure, specifications, "look and feel" and features and any enhancements, improvements and derivatives thereof and all Intellectual Property Rights related thereto ("**Superr IPR**") are the property of the Company and/or its licensors who retain all right, title and interest in connection therewith.

"**Intellectual Property Rights**" means worldwide, whether registered or not (a) rights associated with works of authorship, designs, mask works and photography including copyrights; (b) trademarks, service marks, domain names, logos, trade names, trade dress, the right to publicity and goodwill rights; (c) patents, patent applications and industrial designs; (d) trade secrets; (e) rights analogous to those set forth herein and any other proprietary rights relating to intangible property; (f) divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired.

The foregoing shall not constitute a representation of ownership regarding third party content but merely a notice that such content, including open-code-software, is subject to the applicable third party license.

No transfer or grant of any rights by the Company is made or is to be implied by any provision of these Terms or by any other provision contained in the Services with respect to the Superr IPR or otherwise, except for the limited license set forth in Section 2 above.

6. Registration and Verification

Access to and use of the Services is provided subject to creation of an account and successful completion of the registration process. You may register and login to the Services via third party social media platform accounts such as LinkedIn and Facebook. You hereby undertake to provide true, accurate and complete information, and to promptly notify the Company of any changes thereto. Without derogating from any of the Company's rights or remedies under law and/or these Terms, the Company is entitled, at its sole discretion, at all times, to revoke or limit your license or access to and/or use of the Services in any event of failure to provide true, accurate, and complete information. Keeping your credentials safe and confidential is your sole responsibility. You hereby undertake not to share the account credentials with any third party. You are fully and solely liable and responsible for any and all actions or use of your account. You shall promptly notify the Company in writing of any unauthorized use or access to your account on the Services.

7. Limitations and Representations

You hereby represent and warrant to the Company that: (a) you have, and will have at all times, all rights, licenses and consents required for your use of the Services, including without limitation in respect of the provision of and license to your Content provided to the Company herein, (b) if you are a Service Provider, you have any and all permits, authorizations, licenses, and consents required to conduct your business and provide the services you provide in connection with the Services and (c) you are at least eighteen 18 years old. Except as specifically permitted herein, you undertake and agree not to: (i) create false personas, multiple identities, multiple user accounts, set up an account on behalf

of someone other than yourself; (ii) upload any information in respect of a third party and/or that is subject to any third party rights, without first obtaining from such third party all required approvals, licenses and consents to upload and use such information and/or content in connection with the Services (including use by the Company as permitted herein); (iii) harass, send spam, intimidate, bully or threaten any person; (iv) sell, license (or sub-license), lease, assign, transfer, pledge, or share your account and/or any of your rights under these Terms with/to any third party; (v) transfer, distribute, scrap, copy all or any part of the Services and/or the Superr IPR (as defined above) and/or use the Services as a service bureau; (vi) syndicate any part of the Services or refer to the Services by use of framing, Deep Linking or similar techniques; (vii) make use of the Services in any jurisdiction where same are illegal or which would subject the Company or its affiliates to any registration requirement within such jurisdiction or country; (viii) use, or encourage, promote, facilitate or instruct others to use the Services for any illegal, harmful or offensive use; (ix) transmit or upload any viruses, spyware or other harmful, infringing, illegal, disruptive or destructive content, messages or files; (x) access the Services through or use with the Services any automated or unauthorized means, services or tools including without limitation any data mining, robots, or any other automated means or data gathering and extraction tools, including without limitation in order to extract for re-utilization of any parts of this Services; (xi) perform any act that destabilizes, interrupts or encumbers the Services or their servers or use "load testers", that enable sending more request messages to the servers of the Services, in a given period of time, than a human can reasonably send in that time period by using the Services; (xii) copy, modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction), make any attempt to, or use Services in a way that might discover the source code of the Services and/or any other software available on the Services or create derivative works thereof, and/or usage that will subordinate the Company to reveal such code, and/or that will grant third party title for derivative creations originated from the Services or such code; and (xiii) attempt to interfere with, hack into or decipher any transmissions to or from the servers for the Services.

You are solely responsible for obtaining, paying for, repairing and maintaining all the equipment, software, hardware and services required for getting access to and using the Services. You are solely responsible for any mobile charges when you use the Services including data charges for use or the Services and/or updates or upgrades of new versions of the Services. If you are not sure if such charges apply or what they may be, please ask your provider before using the Services.

8. Your Content

8.1 Your Content. You shall have sole responsibility and liability for your use of the Services and for any and all content you upload to the Services including but not limited to reviews, recommendations, promotions, or information about services provided by you or another user ("**Your Content**"). We shall not be liable or responsible for Your Content or any parts thereof and shall be entitled, under our sole discretion, to remove or edit any of Your Content. We merely provide a platform for communication between Customers and Service Providers and do not endorse any of Your Content, business or service, nor do we have an obligation to use, filter or check any of Your Content. We do not provide back-ups, you are solely responsible for maintaining adequate backups of all Your Content.

8.2 License. You hereby grant the Company a worldwide, royalty-free license to use, host, store, display, reproduce, modify, adapt, edit, publish, and distribute Your Content and to fully exploit Your Content for the provision, maintenance and improvement of the Services, and for

publicity and advertisement. The license to Customer reviews of Service Providers is perpetual and irrevocable. Company may, at its sole discretion, feature Service Providers on the Company's blog or any other platform and to this end, we may use, share and post Your Content of any form.

8.3 Representations, Warranties and Undertakings. You represent and warrant to the Company that: (i) the Company is not and shall not be liable to pay any payment (including royalties) to any third party in respect of Your Content or service Providers products and services, use thereof or for making it available on the Services; (ii) your Content is accurate, true, current, complete, and relevant; (iii) Your Content and Service Providers services and products (a) comply with all applicable laws, rules and regulations and the Terms, (b) do not infringe the rights of any third party, including without limitation any Intellectual Property Rights, the right to privacy or publicity, (c) does not contain any threatening, offensive, racist, hateful, threatening, violent, sexually explicit, obscene, libelous, defamatory or otherwise inappropriate content, and (d) does not include any restricted goods or services that require a regulatory approval unless approved in writing by Company (e.g. related to gambling, weapons, medicine etc.). You will update and correct all Content that you have submitted to the Services and ensure that it is accurate at all times.

8.4 "Your Content" shall mean any and all content that you, your representatives, employees, or associates provide, upload, send or refer to through the Services, including without limitation any text, images, videos, sound, music, links, data or any other content or information or combination thereof.

9. DMCA Compliance, Notice and Takedown

In the event that you believe that any content included in the Services violates your Intellectual Property Rights, right to privacy or is false, defamatory, or otherwise illegal, inappropriate or offensive, please file a detailed notice of complaint to the Company to hi@superr.io identifying such content and detailing the facts basis of your complaint (including URL) and we will make reasonable efforts to remove the content. We will not be able to remove any content that was published outside the Services. You agree to remove any of Your Content you shared, posted and/or reposted outside the Services upon Company's first demand. In an event that such content was uploaded by a Service Provider, please contact the Service Provider first and only if the Service Provider does not remove the content you may contact the Company.

It is the Company's policy to respond to clear and valid notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act ("DMCA"). In addition, We may promptly terminate without notice the accounts of those determined by us to be "repeat infringers". If You are a copyright owner or an agent thereof, and you believe that any content hosted on the Services infringes your copyrights, then you may submit a notification pursuant to the DMCA by providing the Company's Designated Copyright Agent at: Sanda Krsho, sanda@superr.io , +1 917 387 4929, with the following information in writing: a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Services are covered by a single notification, a representative list of such works at that site; identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the Company to locate the material; providing URLs in the body of an email is the best way to help the Company locate content quickly; information reasonably sufficient to permit the Company to contact the complaining party,

such as address, telephone number, and, if available, electronic mail address at which the complaining party may be contacted; a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please note that pursuant to the DMCA, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability. Please note that the Company may, at our discretion, send a copy of such notices to a third-party for publication. As such, your letter (with personal information removed) may be forwarded to Chilling Effects (<http://www.chillingeffects.org>) for publication.

Counter-Notification: If you elect to send the Company a counter notice, to be effective it must be a written communication that includes the following: a physical or electronic signature of the subscriber; identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled; a statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; the subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the Company may be found, and that the subscriber will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

10. Privacy

The Company's Privacy practices are governed by Superr's Privacy Policy, the most updated copy of which can be found at http://superr.io/superr_privacy_policy.pdf ("Privacy Policy").

11. Disclaimer

YOU AGREE THAT YOUR USE OF THE SERVICES AND/OR SUPERR IPR SHALL BE AT YOUR OWN RISK. THE SERVICES, INCLUDING WITHOUT LIMITATION SUPERR IPR ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

THE COMPANY DOES NOT WARRANT THAT THE SUPERR IPR AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THESE SERVICES OR THE SERVER(S) THAT MAKE(S) THESE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

THE COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SUPERR IPR OR SERVICES INCLUDING WITHOUT LIMITATION THEIR CORRECTNESS, ACCURACY, RELIABILITY,

AVAILABILITY OR OTHERWISE. YOU ARE RESPONSIBLE FOR TAKING ALL PRECAUTIONS NECESSARY OR ADVISABLE TO PROTECT YOU AGAINST ANY CLAIM, DAMAGE, LOSS OR HAZARD THAT MAY ARISE BY VIRTUE OF YOUR USE OF OR RELIANCE UPON THE SERVICES AND/OR ANY OF THE SUPERR IPR. ALL SERVICE PROVIDER PRODUCTS AND SERVICES ARE PROVIDED BY THE APPLICABLE SERVICE PROVIDER AT ITS SOLE RESPONSIBILITY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

12. Limitation of Liability

TO THE MAXIMUM PERMITTED UNDER LAW, UNDER NO CIRCUMSTANCES WHATSOEVER WILL THE COMPANY AND ITS AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, SUBCONTRACTS AND SUPPLIERS BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER ENTITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY LEGAL THEORY, WHETHER CONTRACT, TORT OR OTHERWISE FOR ANY DIRECT, COMPENSATORY, INDIRECT, INCIDENTAL, CONSEQUENTIAL INCLUDING WITHOUT LIMITATION ANY LOST PROFITS AND LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, REVENUE, INCOME, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES THAT RESULT FROM OR RELATE IN ANY MANNER WHATSOEVER TO YOUR USE OF THE SERVICES, OR RELIANCE ON ANY OF THE COMPANY IPR OR TO ANY ERRORS, INACCURACIES, OMISSIONS, DEFECTS, SECURITY BREACHES, OR ANY OTHER FAILURE TO PERFORM BY THE COMPANY. WITHOUT DEROGATING FROM THE FOREGOING, IF DESPITE THE FOREGOING COMPANY WILL BE FOUND LIABLE OR RESPONSIBLE BY A COMPETENT AUTHORITY, UNDER ANY LEGAL THEORY, COMPANY'S AGGREGATE LIABILITY SHALL NOT EXCEED 100\$.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

YOU RECOGNIZE AND AGREE THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THESE TERMS ARE MATERIAL BARGAINED FOR BASIS OF THESE TERMS AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN THE DECISION BY YOU TO ENTER INTO THESE TERMS.

13. Indemnification

You agree to defend, indemnify and hold the Company and anyone on its behalf, including but not limited to, all of its owners, managers, officers, affiliates, employees, licensors and suppliers harmless against any losses, expenses, costs, claims, damages (including attorneys' fees, expert fees' and other costs of litigation) arising from, incurred as a result of, or in any manner related to: (i) Your use of the Services and/or any use of your account; (ii) Your Content; and (iii) any breach of these Terms.

14. Termination

We may terminate these Terms and/or suspend Your right to access or use any portion or all of the Services and/or Superr IPR immediately (including without limitations the license set forth in Section 2 above), at our sole discretion without notice. Upon termination You shall immediately cease using the Services and the following Sections shall survive: 1,3, 4 (in respect of outstanding payments to Company), 5, 7-16.

15. Arbitration, Class Waiver, and Jury Waiver

- 15.1 Applicability of Arbitration Agreement.** All claims and disputes arising out of or relating to these Terms or the use of the Services that cannot be resolved in small claims court will be resolved by binding arbitration on an individual basis ("**Disputes**"), except that you and the Company are not required to arbitrate any dispute for enforcement or infringement of either party's Intellectual Property Rights ("**Excluded Disputes**"). Any and all Disputes relating to, arising out of, or in any way in connection with your rights of privacy and publicity are not Excluded Disputes.
- 15.2 Arbitration Rules.** The Federal Arbitration Act governs the interpretation and enforcement of this dispute-resolution provision. Arbitration will be initiated through the American Arbitration Association ("**AAA**"). If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. The rules of the arbitral forum will govern all aspects of this arbitration, except to the extent those rules conflict with these Terms. The AAA Consumer Arbitration Rules governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration will be conducted by a single neutral arbitrator. Any Disputes where the total amount sought is less than \$10,000 USD may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For Disputes where the total amount sought is \$10,000 USD or more, the right to a hearing will be determined by the arbitral forum's rules. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- 15.3 Additional Rules for Non-appearance Arbitration.** If non-appearance arbitration is elected, the arbitration will be conducted by telephone, online, written submissions, or any combination of the three; the specific manner will be chosen by the party initiating the arbitration. The arbitration will not involve any personal appearance by the parties or witnesses unless the parties mutually agree otherwise.
- 15.4 Authority of the Arbitrator.** The arbitrator will decide the jurisdiction of the arbitrator and the rights and liabilities, if any, of you and the Company. The dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Terms. The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon You and the Company.

- 15.5 Waiver of Jury Trial.** YOU AND THE COMPANY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, OTHER THAN IN RESPECT OF EXCLUDED DISPUTES. You and the Company are instead electing to have claims and disputes resolved by arbitration. In any litigation between you and the Company over whether to vacate or enforce an arbitration award, YOU AND THE COMPANY WAIVE ALL RIGHTS TO A JURY TRIAL, and elect instead to have the dispute be resolved by a judge.
- 15.6 Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If, however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor we are entitled to arbitration; instead all claims and disputes will be resolved in a court as set forth in Section 16 below.
- 15.7 Confidentiality.** No part of the procedures will be open to the public or the media. All evidence discovered or submitted at the hearing is confidential and may not be disclosed, except by written agreement of the parties, pursuant to court order, or unless required by law. Notwithstanding the foregoing, no party will be prevented from submitting to a court of law any information needed to enforce this arbitration agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.
- 15.8 Right to Waive.** Any rights and limitations set forth in this arbitration agreement may be waived by the party against whom the claim is asserted. Such waiver will not waive or affect any other portion of this arbitration agreement.
- 15.9 Opt-out.** You may opt out of this arbitration agreement. If you do so, neither you nor the Company can force the other to arbitrate. To opt out, you must notify the Company in writing no later than thirty (30) days after first becoming subject to this arbitration agreement. Your notice must include your name and address, the email address and phone number you used to set up your Superr account, and an unequivocal statement that You want to opt-out of this arbitration agreement. You must send your opt-out notice to this address: hi@superr.io
- 15.10 Small Claims Court.** Notwithstanding the foregoing, either you, or the Company may bring an individual action in small claims court.
- 15.11 Arbitration Agreement Survival.** This arbitration agreement will survive the termination of your relationship with the Company.
- 15.12 Venue for Excluded Disputes.** Excluded Disputes shall be governed by and construed exclusively in accordance with the laws of the State of New York, US without regard to the principles of conflict of law therein. The parties consent to the exclusive jurisdiction of the competent federal and state courts of New-York, NY in respect of Excluded Disputes and hereby submit themselves to the exclusive jurisdiction of these courts.
- 15.13 U.N. Convention.** The application of the United Nations Convention of Contracts for the International Sale of Goods or other international laws is expressly excluded, whether the claim is in arbitration or at court.

16. General

(i) If any provision of these Terms is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and if such provision is determined to be invalid or unenforceable nonetheless, the provision shall be deemed to be severable from the remainder of these Terms; (ii) the Company may, at its sole discretion, at any time, start charging and/or change the fees for the Services and/or any feature or content therein (the "**Fees**"), under any payment conditions as it deems fit. You will see changes to the Fees on the payment page in the Services or in a notice provided on the Services or by email. By continuing to use the Services following such changes, you agree to be bound by such changes; (iii) you acknowledge and agree that the Company has the right, at any time and for any reason, to redesign or modify the Superr IPR and other elements of the Services or any part thereof; (iv) these Terms are the entire agreement between you and the Company regarding the subject matter herein; (v) the Company may assign these Terms, in whole or in part, in its sole discretion. You are not entitled to assign or otherwise transfer the Terms, or any of your rights or obligations hereunder, to any third party without the prior written consent of the Company. Any unauthorized assignment will be void and of no force or effect; (vi) no provisions of these Terms are intended or shall be construed to confer upon or give to any person or entity other than you and the Company any rights, remedies or other benefits under or by reason of these Terms; (vii) the Company's failure to enforce any rights granted hereunder or to take action against you in the event of any breach hereunder shall not be deemed a waiver by the Company as to subsequent enforcement of rights or subsequent actions in the event of future breaches; (viii) all waivers must be in writing. Any waiver or failure to enforce any provision of these Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion; (ix) ANY CAUSE OF ACTION INITIATED BY YOU AND ARISING OUT OF OR RELATED TO THE SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED AND YOU SHALL BE DEEMED TO WAIVE ANY CLAIM YOU MAY HAVE IN RESPECT THEREOF.

If You have any further questions or require further clarification, please contact us by sending an e-mail to: hi@superr.io

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