



EXPRESS ESCROW TERMS AND CONDITIONS

This Escrow Agreement (“Agreement”) is made by and among the parties as registered on The Escrow Company Express Escrow portal and Beneficiary Registration page and Escrow London North America Inc DBA: The Escrow Company located at 1050 Crown Pointe Parkway, Suite 500, Atlanta, Ga. 30338, United States of America (“The Escrow Company”)

Recitals:

- A. Depositor and Beneficiary have entered into a software license Agreement (the “License Agreement”) pursuant to which Depositor has licensed to Beneficiary certain proprietary technology (“Product”).
- B. Continuous availability of such Product and the maintenance thereof are critical to Beneficiary in the conduct of its business.
- C. Beneficiary wishes to ensure that the manufacture, maintenance and support of Product is available if Depositor fails to fulfill its obligations as set forth in the License Agreement or if Depositor does not remain in business.
- D. The Escrow Company is in the business of providing third party escrow protection by storing, retaining and allowing limited access to proprietary technology.

The following additional recitals shall apply if USA jurisdiction is selected:

- E. The Depositor and Beneficiary intend for this Agreement to be considered as supplementary to the License Agreement pursuant to Section 365(n) of Title 11 of the United States Code and other applicable law.
- F. The Deposit Materials submitted under this Agreement shall be considered as “intellectual property” as defined in the United States Code.

YOUR ATTENTION IS DRAWN IN PARTICULAR TO CLAUSE 7, WHICH SETS OUT IMPORTANT INFORMATION REGARDING LIABILITY.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Definitions

1.1. In this Agreement the following terms shall mean the following:

“Agreement” means this Agreement including all Schedules and Appendices.

“Beneficiary” means an organization, company or individual that has been granted a license to use the Product and has been registered by the Depositor via the Membership Page and issued with a Beneficiary Confirmation Letter by The Escrow Company.

“Beneficiary Confirmation Letter” means a letter issued by The Escrow Company to the registered Beneficiary confirming their rights under the terms and conditions of this Agreement.

“Business Day” means a day, other than a Saturday, Sunday which is not a day on which clearing banks in Atlanta, Georgia are authorized or obligated by law or executive order to close.

“Default” means any acts of gross negligence or willful misconduct by The Escrow Company, its employees, agents or sub-contractors in connection with or in relation to the subject matter of this agreement in respect of which The Escrow Company is liable to the Depositor or the Beneficiary.

“Depositor” means the party who will be depositing Deposit Materials under this Agreement.

“Deposit Materials” means the proprietary technology including Source Code, other materials and documentation required to build the Product.

“Electronic Transfer” means an upload or download of data through the internet to a server managed by The Escrow Company.

“Express Escrow Portal” means the website hosted by The Escrow Company currently hosted at the url <https://portal.escrowcompany.co>

“Intellectual Property” means any patents, copyrights, database rights, trademarks, confidential information, domain names and any other similar rights.

“License Agreement” means the agreement that entitles the Beneficiary to use the Product.

“Membership Page” means the registration page of the Depositor and Beneficiary on the Express Escrow Portal.

“Product” means the proprietary technology including any updates licensed to the Beneficiary as registered as the Product Name within the Express Escrow Portal.

“Repository” means the git repository or repositories in which the Depositor’s Deposit Materials are stored.

“Source Code” means the computer code that was used to develop the Product.

“Third Party Codes” means the Deposit Materials that is not Intellectual Property of the Depositor.

“Verification Test” means the tests performed by The Escrow Company on the Deposit Materials as agreed between the parties.

2. DEPOSIT OF DEPOSIT MATERIALS

- 2.1. Promptly following the date hereof, the Depositor shall deposit with The Escrow Company a complete copy of the Deposit Materials by Electronic Transfer. It is the responsibility of the Depositor to provide and update The Escrow Company with a complete list of Repository addresses active for the Source Code used in the Product licensed to each registered Beneficiary. The Escrow Company will supply the Depositor with an SSH key (public part) that must be attached by the Depositor to the assigned Repository.
- 2.2. Depositor hereby grants The Escrow Company the right and permission to access the Repository for the purpose of downloading the Deposit Materials to The Escrow Company servers.
- 2.3. The Escrow Company will confirm by email to the Beneficiary and Depositor following the receipt of the initial deposit of Deposit Materials.
- 2.4. Depositor represents and warrants that it has the right and authority to enter into this Agreement and grant to Beneficiary and The Escrow Company the rights as provided in this Agreement.
- 2.5. Depositor represents and warrants that other than Third Party Codes it owns the Intellectual Property rights in the Product.
- 2.6. If the Deposit Materials contain Third Party Codes, the Depositor warrants that it has been granted the valid rights under a license agreement with the owner of the Third Party Codes. In the event of a release of the Deposit Materials, the Beneficiary shall be responsible to obtain the necessary licenses from the third party to utilize the Third Party Codes.
- 2.7. If the Deposit Materials contains third party object code, the Depositor warrants that it has full authority from the owner of the third party object code to make such a deposit.
- 2.8. The Escrow Company shall have no obligation to either party with respect to the preparation, accuracy, execution or submission to it of the Deposit Materials.
- 2.9. If required, the Depositor grants The Escrow Company the rights to upload the Deposit Materials onto a secured computer system to perform Verification Tests. The Escrow Company will remove the Deposit Materials from the computer system after completion of the tests.
- 2.10. The Escrow Company may perform Verification Tests of the Deposit Materials according to additional services ordered by the Depositor to verify the existence and legibility of the Deposit Materials. The Escrow Company will invoice the Depositor according to their published fees at the time of ordering.
- 2.11. In the event that a Verification Test is performed, The Escrow Company will provide a Full Verification Report to the Depositor and Beneficiary following the Verification Test.
- 2.12. Notwithstanding any other provisions of this Agreement, The Escrow Company shall have the right from time to time to appoint and utilize subcontractors for part, but not all, of the delivery of the services contemplated by this Agreement. As at signature, The Escrow Company confirms (and the Depositor and Beneficiary agree) that The Escrow Company may utilize the services of The Escrow Company Limited (UK) for delivery of services under this Agreement.

3. STORAGE AND SECURITY

- 3.1. The Escrow Company shall act as custodian of the Deposit Materials until the escrow is terminated pursuant to Section 8 of this Agreement.
- 3.2. The Escrow Company will maintain the highest level of industry information security standards including maintaining ISO27001 certification.
- 3.3. The Escrow Company shall retain the latest copy of the Deposit Materials supplied by the Depositor in the region associated with the jurisdiction of this agreement. Any copies of the Deposit Materials in addition to the latest copy, may be deleted by The Escrow Company after 365 days at its sole discretion with no further requirement for consent or approval from the Depositor (and without The Escrow Company incurring any liability to the same as a result of carrying out such deletion).
- 3.4. Subject to Section 5.5 below, Depositor shall remain at all times the sole owner of the Deposit Materials deposited with The Escrow Company pursuant to this Agreement and shall retain all rights and interests attached thereto.
- 3.5. Except as provided in this Agreement, The Escrow Company agrees that:
 - 3.5.1. It shall not divulge, disclose or otherwise make available the Deposit Materials to any parties other than Depositor, or make any use whatsoever of the Deposit Materials;
 - 3.5.2. It shall not permit any person access to the Deposit Materials, except as may be necessary for The Escrow Company's authorized representatives to perform its functions under this Agreement;
 - 3.5.3. Access to the Deposit Materials by Depositor shall be granted by The Escrow Company only to those persons duly authorized in writing by an officer of Depositor.

4. EVENTS OF DEFAULT

- 4.1. The occurrence of any of the following shall constitute an "Event of Default" for purposes of this Agreement:
 - 4.1.1. Depositor applies for or consents to the appointment of a trustee, administrator, receiver or other custodian for Depositor, or makes a general assignment for the benefit of its creditors;
 - 4.1.2. Any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceedings commenced by or against Depositor, and if such case or proceeding is not commenced by Depositor if it is acquiesced in or remains un-dismissed for sixty (60) days; or

4.1.3. Depositor ceasing active operation of its business or discontinues the licensing or maintenance of the Deposit Materials in material breach of the License Agreement.

5. RELEASE OF DEPOSIT MATERIALS

- 5.1. Upon the occurrence of any Event of Default (as defined in Section 4.1), an officer of a Beneficiary must notify The Escrow Company by sending a statutory declaration, endorsed with a statement of truth, by email as to such Event of Default (a "Notice"). The Notice must include a list of circumstances of the Event of Default and should include any supporting facts. The Escrow Company shall send a copy of the Notice to the Depositor by email. The Beneficiary is required, by providing such Notice, to expressly acknowledge and grant The Escrow Company the benefit of the indemnity as detailed in Clause 7.2.
- 5.2. Unless The Escrow Company receives Contrary Instructions (as defined below) by the Depositor within ten (10) Business Days after sending the Notice, the Deposit Materials then in escrow shall be made available to Beneficiary by The Escrow Company within the next ten (10) Business Days following the end of such ten-day period.
- 5.3. "Contrary Instructions" for the purposes of this Agreement means a certificate executed by Depositor stating that the Events of Default specified in the Notice have not occurred or have been cured prior to the applicable period. This certificate must be sent to The Escrow Company by email.
- 5.4. Upon receipt of such Contrary Instructions, The Escrow Company shall send a copy of the Contrary Instructions to the Beneficiary and not release the Deposit Materials then in escrow but shall continue to store the Deposit Materials until otherwise directed in writing by Depositor and Beneficiary jointly or until resolution of the dispute pursuant to Section 6 of this Agreement.
- 5.5. Unless otherwise provided in the License Agreement, upon release of the Deposit Materials in accordance with this Agreement, Beneficiary shall have the right to, and Depositor hereby grants the Beneficiary a worldwide, non-exclusive license to use the Deposit Materials for the sole purpose of continuing the benefits afforded to Beneficiary pursuant to the License Agreement.
- 5.6. The Escrow Company is not obligated to notify any other Beneficiary of a Notice being received and it is for the Beneficiary to monitor whether an Event of Default has occurred.

6. DISPUTE RESOLUTION

- 6.1. A dispute resolution may be requested within ten (10) Business Days of receipt of any Contrary Instructions pursuant to Section 5 of this Agreement. If The Escrow Company receives a call for dispute resolution by any of the parties pursuant to Section 5 hereof, The Escrow Company shall appoint a single independent arbitrator in the locations below and the parties agree to the resolution of such dispute by such arbitrator;
 - 6.1.1. USA jurisdiction is selected: Atlanta, Georgia, USA;
 - 6.1.2. UK jurisdiction is selected: London, United Kingdom;
 - 6.1.3. EU jurisdiction is selected: Dublin, Republic of Ireland;
 - 6.1.4. AU jurisdiction is selected: Sydney, Australia.
- 6.2. The parties shall submit all their claims including supporting documents in writing to the arbitrator within ten (10) Business Days following delivery of the request for dispute resolution. The sole question to be determined by the arbitrator shall be whether or not there existed an Event of Default at the time that the Contrary Instructions were delivered under Section 5. The decision by the arbitrator will be established on the written documentation submitted by all the parties without the requirement for a hearing.
- 6.3. Notwithstanding the applicable rules or arbitration, all arbitral awards shall be in writing and shall set forth in detail the findings of fact and conclusions of law of the arbitrator. The decision of the arbitrator shall be final and binding upon the parties and enforceable in any court of competent jurisdiction. The arbitrator shall immediately deliver a copy of such decision to Depositor, Beneficiary and The Escrow Company.
- 6.4. If the arbitrator finds that the Notice was properly given by the Beneficiary and that an Event of Default existed at the date Depositor had delivered the Contrary Instructions, The Escrow Company shall promptly deliver the Deposit Materials to the Beneficiary.
- 6.5. All fees and expenses charged by the arbitrator in the arbitration shall be paid by the non-prevailing party in the arbitration. Each party shall bear the cost of its own counsel's fees and expenses in connection with any arbitration or judicial proceeding brought hereunder. Notwithstanding the foregoing, or any provision of this Agreement, in the event The Escrow Company is required to make payment of any kind prior to, or in the course of arbitration (including own attorney fees), it shall be a condition of The Escrow Company's ongoing involvement (and commencement and continuation of arbitration) that the Depositor and Beneficiary, jointly, pay to The Escrow Company such amount in advance or pay the same as required on behalf of The Escrow Company and indemnify The Escrow Company in respect of any further costs that arise as a result of the same. This condition shall equally apply to any legal costs that may reasonably be expected to be incurred.

7. LIABILITY

YOUR ATTENTION IS DRAWN TO THIS SECTION

- 7.1. Depositor in the case of sections 7.1.1 and 7.1.2 hereby indemnify, and shall keep indemnified, and hold The Escrow Company (and any of its officers, employees and agents) harmless from and against any and all damages, losses, costs, and any other liabilities or expenses or whatsoever kind, all whether direct or indirect and either awarded against, or agreed to be paid by, The Escrow Company (including reasonable attorneys' fees and

expenses) (“Damages”) that are suffered or incurred by The Escrow Company or to which it may otherwise become subject as result of:

- 7.1.1. The Escrow Company becoming involved in, or required to be involved in, any form of dispute resolution proceedings or litigation arising out of or in relation to any matter between the Beneficiary and Depositor in relation to the subject matter of this Agreement or the SaaS Agreement; and
 - 7.1.2. any claim by any third-party for actual or alleged infringement of Intellectual Property rights in the Deposit Materials or Databases, including as a result of The Escrow Company conducting itself in accordance with the terms of this Agreement.
- 7.2. Beneficiary in the case of sections 7.2.1 and 7.2.2 hereby indemnify, and shall keep indemnified, and hold The Escrow Company (and any of its officers, employees and agents) harmless from and against any and all damages, losses, costs, and any other liabilities or expenses or whatsoever kind, all whether direct or indirect and either awarded against, or agreed to be paid by, The Escrow Company (including reasonable attorneys’ fees and expenses) (“Damages”) that are suffered or incurred by The Escrow Company or to which it may otherwise become subject as result of:
- 7.2.1. Beneficiary requiring The Escrow Company to become involved in any form of dispute resolution proceedings or litigation arising out of or in relation to any matter between the Beneficiary and Depositor in relation to the subject matter of this Agreement or the SaaS Agreement; and
 - 7.2.2. any claim by any third-party against The Escrow Company whether for actual or alleged infringement of Intellectual Property rights in the Deposit Materials or Databases or otherwise as a result of The Escrow Company releasing the Deposit Materials or Databases in accordance with Section 5 of this Agreement where (i) an Event of Default referred to in section 4.1.1 to 4.1.3 has occurred and (ii) Beneficiary requested or confirmed that The Escrow Company release the Deposit Materials and Databases in accordance with Section 5 of this Agreement (and the Beneficiary confirming this grant of indemnity shall be a condition of the Beneficiary Confirmation Letter and exercise of the rights in the same)
- 7.3. Nothing in this Agreement excludes or limits the liability of any party for fraud, fraudulent misrepresentation, death or personal injury caused by its negligence.
- 7.4. The total aggregate liability of The Escrow Company for loss in respect of Defaults, whether arising in contract, tort (including negligence) or otherwise howsoever (other than those governed by clauses 7.3) shall in no event exceed U\$250,000 (two hundred and fifty thousand US Dollars).
- 7.5. Subject always to Clause 7.3, to the extent any loss or liability incurred by The Escrow Company is not as a result of a Default (which are governed solely by Clauses 7.4 and 7.6) but as a result of any other event or cause, whether arising in contract, tort, or otherwise howsoever, The Escrow Company’s total aggregate liability shall be limited to an amount equal to the fees paid to it under this Agreement in the twelve (12) months prior to the event giving rise to the claim.
- 7.6. In no event shall The Escrow Company be liable in contract, tort (including negligence), breach of statutory duty or otherwise howsoever for:
- 7.6.1. any loss of profit, loss of business, loss of goodwill, loss of contracts, loss of revenues or loss of anticipated savings; or
 - 7.6.2. any increased costs or expenses; or
 - 7.6.3. loss of, damage to or corruption of data; or
 - 7.6.4. any special, indirect or consequential loss or damage of any nature whatsoever, whatever the cause thereof, arising out of or in connection with the Agreement.
- 7.7. The Escrow Company shall incur no liability for or in respect of any action taken or omitted to be taken or anything suffered by it in reliance upon, any notice, direction, consent, certificate, affidavit, statement or other paper or document reasonably believed by The Escrow Company to be genuine and to have been presented or signed by the proper party or parties or a representative thereof.
- 7.8. The Escrow Company shall not at any time be under any duty or responsibility to make a determination of any facts contained in any certificate delivered pursuant hereto (including any delivered by Clause 5.1 or 5.3) or to make any independent verification of the statements or signatures in such certificate or amounts delivered thereby. The Escrow Company shall not be responsible for any failure by Depositor or Beneficiary to comply with any of their respective covenants contained in this Agreement, the License Agreement or any other agreement.
- 7.9. The Escrow Company shall be under no duty or obligation to take any legal action in connection with this Agreement or to enforce, through the institution of legal proceedings or otherwise, any of its rights as escrow agent hereunder or any rights of any other party hereto pursuant to this Agreement or any other agreement, nor shall it be required to defend any action or legal proceeding which, in its opinion, would or might involve The Escrow Company in any cost, expense, loss or liability.
- 7.10. The Escrow Company (and its affiliates for that matter) may engage or be interested in any financial or other transaction with the parties hereunder as freely as if it were not escrow agent hereunder, other than with respect to any and all matters pertinent hereto.
- 7.11. The parties authorize The Escrow Company, if The Escrow Company is threatened with litigation or is sued, to interplead all interested parties in any court of competent jurisdiction and to deposit the Deposit Materials and Databases with the clerk of that court.

8. TERMINATION

- 8.1. Unless earlier terminated as set forth below, the term of this Agreement shall commence on the date hereof for a period of one year and shall automatically renew from year-to-year.
- 8.2. In the event that the Depositor fails to pay an outstanding renewal invoice, The Escrow Company shall be entitled to cancel the Agreement by providing thirty (30) days notice in writing to all the Depositor and each registered Beneficiary.
- 8.3. In the event that the Depositor elects to terminate this Agreement, they must provide sixty (60) days written notice to The Escrow Company and each registered Beneficiary.
- 8.4. The Escrow Company may terminate the Agreement (for whatever reason) by providing sixty (60) days written notice to Depositor and each registered Beneficiary.
- 8.5. Each registered Beneficiary may terminate their rights under this Agreement at any time by providing notice in writing to Depositor and The Escrow Company.
- 8.6. In the event that a License Agreement has been terminated with a single Beneficiary, the Depositor must notify The Escrow Company in writing within thirty (30) days to terminate the rights of that Beneficiary under this Agreement. Upon receipt of such notice, The Escrow Company will notify the Beneficiary of the intention of the Depositor to terminate the rights of that Beneficiary under this Agreement. If within thirty (30) days, The Escrow Company does not receive a notice disputing the termination of the rights of that Beneficiary under this Agreement, then it will be deemed that the Beneficiary consented to the termination and the rights of the Beneficiary under this Agreement will be immediately terminated. If that Beneficiary disputes the termination of the License Agreement, this Agreement will continue in full force.
- 8.7. Following the termination of this Agreement, The Escrow Company will delete all Deposit Materials deposited as part of this Agreement.
- 8.8. At the time of termination, the Depositor will be liable in full for their part of unpaid fees due to The Escrow Company.
- 8.9. At the time of termination, The Escrow Company shall have no obligation to refund any part of the fees paid under this Agreement. In the event that the Agreement is terminated under Section 8.4, The Escrow Company will refund any fees on a pro-rata basis for the period following termination until the next renewal.
- 8.10. The provisions of Sections 1, 5 through 12 shall survive the termination or expiration of this Agreement.

9. FEES

- 9.1. In consideration of performing its function as escrow agent hereunder, The Escrow Company shall be compensated by the Depositor accordance to the fees published on The Escrow Company website.
- 9.2. After the initial twelve (12) month term, the fees may be amended by The Escrow Company from time to time by giving written notice to the Depositor of at least thirty (30) days prior to any increase in its fees.

10. FORCE MAJURE

- 10.1. No party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 3 months, the parties not affected may terminate this agreement by giving seven (7) days' written notice to the affected party.

11. NOTICES

- 11.1. All notices or other communications provided for by this Agreement shall be made in writing and shall be deemed properly delivered 48 hours after having been sent by email to the email addresses provided on the Membership Registration page to such other email address as any party may designate from time to time by notice, provided, however, that notice of change of email address shall be effective only upon actual receipt.

12. MISCELLANEOUS

- 12.1. This Agreement, including the Schedules hereto constitutes the entire agreement among the parties regarding the subject matter hereof and supersedes all previous agreements, either oral or written, between the parties.
- 12.2. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- 12.3. If any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect.
- 12.4. The section headings in this Agreement do not form a part of it but are for convenience only and shall not limit or affect the meaning of the provisions.
- 12.5. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of all parties hereto.
- 12.6. This Agreement shall be exclusively governed by and construed in accordance:
 - 12.6.1. **USA jurisdiction is selected:** with the laws of the State of Georgia without regard to conflict of laws principles. Except as provided in Section 6, any dispute arising under or in relation to this Agreement shall be resolved exclusively by the state or federal courts located in Atlanta, Georgia, and the parties hereto irrevocably submit to the jurisdiction of such courts for such purposes.

- 12.6.2. UK jurisdiction is selected: with English Law without regard to the provisions regarding conflicts of law. Except as provided in Section 6, any dispute arising under or in relation to this Agreement shall be resolved exclusively by the courts of England, and the parties hereto irrevocably submit to the jurisdiction of such courts for such purposes.
- 12.6.3. EU jurisdiction is selected: with the laws of the Republic of Ireland without regard to the provisions regarding conflicts of law. Except as provided in Section 6, any dispute arising under or in relation to this Agreement shall be resolved exclusively by the courts of Dublin, and the parties hereto irrevocably submit to the jurisdiction of such courts for such purposes.
- 12.6.4. AU jurisdiction is selected: with laws of New South Wales without regard to the provisions regarding conflicts of law. Except as provided in Section 6, any dispute arising under or in relation to this Agreement shall be resolved exclusively by the courts of New South Wales, and the parties hereto irrevocably submit to the jurisdiction of such courts for such purposes.
- 12.7. This clause shall apply only if US jurisdiction is selected: Depositor and Beneficiary are responsible for and warrant, to the extent of their individual actions or omissions, compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import; export and re-export laws; and government regulations of any country from or to which the Deposit Materials may be delivered in accordance with the provisions of this Agreement. Depositor represents and warrants that the establishment of a deposit account containing ITAR regulated Deposit Materials for the Beneficiary, and The Escrow Company's subsequent release of such Deposit Materials under the terms of this Agreement will be lawful under any applicable U.S. export control regulations and laws, including ITAR. Conversely, Depositor shall refrain from establishing a deposit account containing ITAR regulated Deposit Materials for the Beneficiary if the release of such Deposit Materials to the Beneficiary, under the terms of this Agreement, would be in violation of any applicable U.S export control regulations and laws, including ITAR. With respect to Deposit Materials containing personal information and data, Depositor agrees to (i) procure all necessary consents in relation to personal information and data; and (ii) otherwise comply with all applicable privacy and data protection laws as they relate to the subject matter of this Agreement. The Escrow Company is responsible for and warrants, to the extent of its individual actions or omissions, compliance with all applicable laws, rules and regulations to the extent that it is directly regulated by the law, rule or regulation and to the extent that it knows or has been advised that, as a result of this Agreement, its activities are subject to the law, rule or regulation. Notwithstanding anything in this Agreement to the contrary, if an applicable law or regulation exists or should be enacted which is contrary to the obligations imposed upon The Escrow Company hereunder, and results in the activities contemplated hereunder unlawful, Depositor and/or Beneficiary will notify The Escrow Company and The Escrow Company will be relieved of its obligations hereunder unless and until such time as such activity is permitted.

BY CLICKING ON THE "ACCEPT" BUTTON AND/OR BY CONTINUING TO ACCESS OUR SERVICE /OR RETURNING YOUR ACCEPTANCE (IF ORDERING VIA ANY OTHER MEANS) YOU AGREE TO THE TERMS OF THIS AGREEMENT WHICH WILL BIND YOU. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MUST DISCONTINUE THE PROCESS NOW. WHERE YOU ARE USING THIS SERVICE ON BEHALF OF A BUSINESS, YOU WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER THIS CONTRACT ON BEHALF OF YOUR COMPANY (OR OTHER LEGAL ENTITY).