

# AXLRY, LLC – TERMS OF USE

Effective Date: **December 3, 2018**

## 1. Contractual Relationship and Acceptance of Terms of Use

AXLRY, LLC, an Illinois Limited Liability Company, (**hereinafter “AXLRY”**) owns and operates the smart phone application, (**hereinafter the “App”**) (and any sites or mobile applications AXLRY has now or in the future) that references these Terms of Use. These Terms of Use (**hereinafter “Terms”**) act as an agreement and govern the access and/or use by you, an individual, or you, as officer, director, contractor, employee, agent, representative or owner, of a business entity in any form, (**hereinafter “User”**), from within the United States and its territories. By User’s access and/or use of the AXLRY App, and/or possible Third Party information or services (**hereinafter “Third Party Info/Services”**) made available through the App, constitutes User’s agreement with these Terms as made available and viewable on the AXLRY App. User acknowledges and agrees a contractual relationship between User and AXLRY, LLC. User’s continued use and/or access of the App, its Services and/or Third Party Info/Services constitutes that User will regularly visit the Terms to familiarize User with any updates or amendments. *(The term “use” or “using” also includes any and all use, access, subscription, by any means, by any person, entity, or agent of an entity.)*

Also, please find AXLRY Privacy Policy by contacting us, or following the link that can be found here: <https://www.axlry.com/support/privacy>

IF USER DOES NOT AGREE TO THESE TERMS (AND/OR PRIVACY POLICY), USER CANNOT CONTINUE ACCESS AND/OR USE OF THE APP, THE SERVICE OF AXLRY, OR A THIRD PARTY INFO/SERVICES. IF USER DOES NOT AGREE TO THESE TERMS, IMMEDIATELY STOP USING THE APP, AXLRY’S SERVICE OFFERED THROUGH THE APP, AND ANY THIRD PARTY INFO/SERVICES PROVIDED BY AXLRY OR THIRD PARTY. ADDITIONALLY, PLEASE NOTIFY AXLRY OF USER’S SPECIFIC DISAGREEMENT WITH THESE TERMS BY CONTACTING: **support@axlry.com**. THESE TERMS EXPRESSLY SUPERSEDE PRIOR TERMS OF USE, AGREEMENTS OR ARRANGEMENTS WITH USER. AXLRY RESERVES THE RIGHT TO IMMEDIATELY MODIFY, AMEND OR TERMINATE THESE TERMS OR CEASE ANY SERVICE WITH RESPECT TO USER AT ANY TIME FOR ANY REASON.

## 2. Service

The specific Service (**hereinafter “Service”**) AXLRV provides constitutes offering a digital platform that enables Users of the App to create and modify User profiles (Artist or Director), upload, share, or link User’s with additional content, media, music, videos, story-boards, treatments, to discover, match and connect with other Users who in turn provides their own service including but not limited to: VIDEO AND MEDIA PRODUCTION, or MUSIC AND PERFORMANCES or APPEARANCES (**hereinafter “User Services”**).

AXLRV IS NOT AN ARTIST AND DOES NOT PROVIDE ITS OWN VIDEO OR MEDIA PRODUCTION SERVICE, AND AXLRV IS NOT A VIDEO OR MEDIA PRODUCTION COMPANY. IT IS UP TO A USER, WHO MAY BE DISCOVERED, MATCHED AND CONNECTED THROUGH THE USE OF THE AXLRV APP AND/OR SERVICE, TO OFFER VIDEO AND/OR MEDIA PRODUCTION SERVICE WHICH MAY BE OBTAINED OR ARRANGED THROUGH THE USE OF THE AXLRV APP AND/OR SERVICE. AXLRV DOES NOT, AND DOES NOT INTEND TO ACT AS ITS OWN VIDEO OR MEDIA PRODUCTION COMPANY, AND HAS NO RESPONSIBILITY OR LIABILITY FOR ANY USER ACTION OR INACTION OUTSIDE THE EXPECTED USER BEHAVIOR UNDER THESE TERMS OF USE.

#### **A. Relationship between USERS and AXLRV**

If you are a User of the AXLRV App, you acknowledge and agree you are not an employee, owner, joint venture, partner or agent of AXLRV, and that there is no employment agreement between USER and AXLRV. In addition, if you are a User, you further understand and agree that you have no authority to bind AXLRV and you will not make any representations to any party that you have any authority to bind AXLRV, as an employee, partner, agent or otherwise. User acknowledges and agrees that AXLRV’s provision of Service to Users creates a direct business relationship between User and AXLRV. User acknowledges and agrees that AXLRV is not responsible or liable for the actions or inactions of a USER in relation to AXLRV, User Services or possible Third Party Services. User shall have the sole responsibility for any obligations or liabilities to a Third Party that arise. User acknowledges and agrees that User is solely responsible for taking such precaution as may be reasonable, necessary and proper (including asking User or Third Parties about payment, adequate training, licenses, permits and insurance that meets the requirements of all applicable laws and regulations) regarding any acts or omissions of a USER or Third Party. User acknowledges and agrees that User will not request any unlawful services from another USER. User acknowledges and agrees that upon User’s request User Services may provided to User, but is not guaranteed. User further expressly agrees that any User Services requested from any User that were discovered, matched, or connected through the AXLRV App, will be

arranged through the AXLRV App. Once a User is or has been discovered or connected with another User, any effort or attempt by User to avoid going through the AXLRV App to request User Services or any lawful services from User or Third Party will be deemed a breach of these Terms. User's account will immediately be suspended.

### **3. Third Party Beneficiaries**

User acknowledges that the Service AXLRV provides is expressly different, and independent from, the **User Services** and other Third Party Services. AXLRV's Service may be made available or accessed in connection with another service that AXLRV does not control (may include advertising). User acknowledges that different terms of use and privacy policies may apply to User's use of such other services and content. User acknowledges and agrees that these Terms of Use are by and between User and AXLRV only, and not with Apple, Inc., Google, Inc., Microsoft Corporation, Internet Service Providers or Mobile service providers. AXLRV does not endorse such other services and/or content and in no event shall AXLRV be responsible or liable for any products or services of such other providers. Additionally, Apple, Inc., Google, Inc., Microsoft Corporation, Internet Service Providers or Mobile Service Providers, may be third-party beneficiaries to this contract if User accesses the App using a personal computer or device. These third-party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Service in any manner. User's access to the App using these devices is subject to terms set forth in the applicable third party beneficiary's terms of use and/or service. Please see Third Party Beneficiaries Privacy Policies, Terms of Use, Terms of Service, or End User License Agreements.

### **4. License**

Subject to User's compliance with these Terms, AXLRV grants you a limited, non-exclusive, non-sublicenseable, revocable, non-transferable license to: 1) access and use the App on your mobile device or personal computer solely in connection with User's use of the AXLRV Service; and 2) access and use the content, information and related materials that is made available directly through the App and/or Service, in each case solely for your personal use. Any rights not expressly granted herein are reserved by AXLRV.

### **5. Restrictions**

User agrees that User may not: 1) remove any copyright, trademark or other proprietary notices from any portion of the Service; 2) reproduce, modify, prepare

derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the App, Service except as expressly permitted by AXLRV; 3) decompile, reverse engineer or disassemble the App or Service except as may be permitted by applicable law; 4) link to, mirror or frame any portion of the App or Service; 5) cause or launch any programs or scripts for the purpose of indexing, surveying, or data mining any portion of the App or Service or unduly hindering the operation and/or functionality of any aspect of the App or Service; or 6) attempt to gain unauthorized access to or impair any aspect of the App or Service or its related systems or networks.

## **6. Ownership**

Service and all rights therein are and shall remain AXLRV's property or the property of AXLRV's owners. Neither these Terms nor User's use of the App or Service convey or grant User any rights: 1) in or related to the App or Service except for the limited license granted above; or 2) to use or reference in any manner AXLRV's company names, logos, product and service names, trademarks, or service marks or those of AXLRV's owners.

## **7. User Account:**

In order to use most aspects of the Service, User now must register for and maintain an active personal User Account (**hereinafter "Account"**). User must be at least eighteen (18) years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. Account registration requires User to submit to AXLRV certain personal information and data such as User's name or business entity name, address, email address, and age, as well as at least one valid payment method (either a credit card or accepted payment partner). User agrees to maintain accurate, complete, and up-to-date information on your Account. User's failure to maintain such information, including having an expired or invalid payment method on file, may result in User's inability to access and use the Service, or AXLRV's termination of these Terms of Use and agreement with User. User is responsible for all activity that occurs under User's Account, and User agrees to maintain the security and secrecy of User Account, email, and password at all times. Unless otherwise permitted by AXLRV in writing, User may only possess one (1) Account. Again, for additional information please see AXLRV's Privacy Policy.

## **8. User Requirements and Conduct**

The App and Services are not available for use by persons under the age of 18. User may not authorize Third Parties to use User's Account, and User may not allow persons under the age of 18 to receive Service from Third Party providers unless they are accompanied by a registered User of the App. User may not assign or otherwise transfer User's Account to any other person or entity, without first obtaining AXLRV's written consent. User agrees to comply with all applicable laws when using the Service, and User may only use the Service for lawful purposes (e.g. not allowed to use Service to commit any civil or criminal crimes). User will not in the use of Service cause damages, monetary or otherwise, to another User or any third party.

In certain instances, User may be asked to provide proof of identity to access or use the App or Service. User agrees to be denied Service if User refuses to provide proof of identity.

## **9. User Provided Content**

AXLRV may, in AXLRV's sole discretion, ask or permit User from time to time to submit, upload, publish or otherwise make available to AXLRV through the Service textual, audio, and/or visual content and information, including but not limited to any information and content related to the User's respective profile, information, intellectual property, and or business entity (hereinafter "User Content"). Any User Content provided by User remains User's or User's business's property. However, by providing such User Content, User is granting AXLRV perpetual access to that User Content in any manner which will help, benefit, inform, notify, or otherwise AXLRV to better serve you as a User of the App and Service. AXLRV reserves the right to access and use said User Content at any time, for any reason, without further consent from User. Should the occasion arise where User no longer wants to permit AXLRV or other Users to have access to any said User Content, User agrees and acknowledges that User will immediately notify and inform AXLRV of User's intent to revoke access. AXLRV represents and warrants that AXLRV will address and field any and all requests by Users or User's Business within twenty (20) business days.

User represents and warrants that: 1) User is either the sole and exclusive owner of all User Content, or User has all rights, licenses, consents and releases necessary to grant AXLRV and other Users the license to access and use the User Content as set forth above, and 2) neither the User Content nor User's submission, uploading, publishing or otherwise making available such User Content, nor AXLRV's access or use of the User

Content as permitted herein will infringe, misappropriate, or violate another User or Third Party's intellectual property or proprietary rights, or rights of publicity or privacy, or rights of public display or performance, or result in the violation of any applicable law or regulation.

User agrees to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful for any purpose, or otherwise offensive, as determined by AXLRY in their sole discretion respectively, whether or not such User Content or material is protected by law. AXLRY may, but not be obligated to review, monitor, or remove User Content at AXLRY's sole discretion at any time and for any reason without notice to User.

## **10. Network Access and Devices**

User is responsible for obtaining the data network or internet access necessary to use the App, Service, or User Services. AXLRY will not provide network or internet access for User. If User is using a personal mobile device, User's mobile network's data and messaging rates and fees may apply if User accesses or uses the App or Service from a wireless-enabled device. User is responsible for acquiring and updating compatible hardware or devices necessary or may be necessary to access the App or Service, and any updates thereto. AXLRY does not guarantee that the App or Service portions thereof, will function on any particular hardware, device, computer, or other electronic devices. In addition, the App and Service may be subject to malfunctions and delays inherent in the use of Internet, network, and electronic communications.

## **11. Payment Terms**

User understands that the use of the App, Service and/or User or Third Party Services may, and often will, result in monetary charges (hereinafter "Charges") to User for the Service and/or User Services User receives from AXLRY or another User. However, User understands and acknowledges that AXLRY will facilitate any payments between User and AXLRY only, and AXLRY will **NOT** facilitate payments of the applicable Charges between User to User, or User to Third Party. For the avoidance of doubt, AXLRY is not responsible or liable for any transaction or Charges between Users at any time. Further User understands and acknowledges that AXLRY will NOT act as User's limited payment collection agent or depository. Such facilitation of payment of Charges has been agreed to by User and AXLRY pursuant to these Terms.

Charges will be inclusive of applicable taxes where required by law. Charges paid by User are final and non-refundable at all times regardless of User's decision to terminate use, unless otherwise determined by AXLRY. AXLRY retains the right to request any sum of Charges from a User in return for providing Service to user. User may request, but is not guaranteed any modification or adjustment of Charges from AXLRY. AXLRY will respond accordingly to any request received from a User to modify the Charges for a particular service received by User within twenty (20) business days of receiving the request.

All Charges arising between User and AXLRY are due immediately and payment will be facilitated by AXLRY using the preferred payment method designated in User's Account, after which AXLRY will send User a receipt by email. If User's primary Account payment method is determined to be expired, invalid or otherwise not able to be processed or charged, AXLRY may use a secondary payment method in User's account, if available. If AXLRY still cannot process or charge payment for the Service provided to User, AXLRY will immediately notify User of the issue and reserves the right to withhold further Service until any and all such payment and Charges issues are resolved to AXLRY's satisfaction.

As between User and AXLRY, AXLRY reserves the right to establish, remove and/or revise Charges for any and all service obtained through the use of the App, Service at any time in AXLRY's sole discretion. AXLRY will use reasonable efforts to inform and notify User of Charges that may apply, provided that you will be responsible for Charges incurred under User's Account regardless of User's awareness of such Charges or the amounts thereof. User may elect to cancel User's request for Service from AXLRY at any time prior to AXLRY or a User providing Service or User Services.

This payment structure, and all applicable Charges, are intended to fully compensate AXLRY and a User for the Service.

## **12. DISCLAIMERS**

THE APP AND SERVICE AND/OR USER SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." AXLRY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTY OF FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT, AS WELL AS WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE OR COURSE OF DEALING. IN ADDITION, AXLR, IT'S OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS, MAKE NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE OPERATION OF THE APP, SERVICE, OR USER SERVICES, REQUESTED BY USER THROUGH THE USE OF THE APP, SERVICE, OR THAT THE APP, SERVICE, USER SERVICES WILL MEET USER'S REQUIREMENTS OR EXPECTATIONS, OR WILL BE UNINTERRUPTED OR ERROR-FREE. AXLR, IT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS DOES NOT GUARANTEE THE QUALITY, SUITABILITY, OR ABILITY OF ANY USER OR ANY THIRD PARTY.

USER AGREES THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE APP, SERVICE, AND ANY SERVICE REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH USER, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

THE DISCLAIMERS IN THIS SECTION TWELVE (12) ABOVE DO NOT PURPORT TO LIMIT LIABILITY OR ALTER USER'S RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

### **13. LIMITATION OF LIABILITY**

IN NO EVENT SHALL AXLR, IT'S OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS, BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST BUSINESS, LOST OPPORTUNITY, LOST DATA OR INABILITY TO ACCESS DATA, OR OTHERWISE ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH ANY OF THE FOLLOWING: 1) USER'S USE OF, OR RELIANCE ON, THE APP, SERVICE OR USER SERVICES, THIRD PARTY SERVICES, THE CONTENT, USER CONTENT, INCLUDING WITHOUT LIMITATION, ANY PERSONAL INFORMATION, AND ANY OTHER INFORMATION, INTELLECTUAL PROPERTY, BUSINESS RELATED OR OTHERWISE, EITHER CONTAINED IN THE SITE OR SUBMITTED BY USER TO THE SITE OR USER ACCOUNT; 2) USER'S ABILITY OR INABILITY TO USE THE APP; 3) USER'S ABILITY OR INABILITY TO USE OF THE SERVICE; 4) USER'S ABILITY OR INABILITY TO USE OF, OR IMPLEMENTATION OF USER SERVICES FROM ANOTHER USER; 5) ANY TRANSACTION OR RELATIONSHIP BETWEEN USER AND ANOTHER USER, EVEN



IF AXLRV KNOWS OF THE RELATIONSHIP OR TRANSACTION; 6) ANY PRODUCTS OR SERVICE OBTAINED FROM A THIRD PARTY NOT PRIVY TO THESE TERMS; 7) THESE TERMS OF USE; OR 8) ANY IMPROPER USE OF USER CONTENT OR INFORMATION USER PROVIDES TO THE APP, AXLRV, OR ANY OTHER USER.

AXLRV SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND AXLRV'S REASONABLE CONTROL. IN NO EVENT WILL AXLRV'S LIABILITY IN CONNECTION WITH THE APP OR SERVICE EXCEED THE AMOUNTS PAID BY USER TO AXLRV FOR THE APPLICABLE RESPECTIVE SERVICE. TOTAL AGGREGATE LIABILITY ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH ANY OF THE ABOVE SHALL NOT EXCEED THE AMOUNTS PAID BY USER TO AXLRV DURING THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO THE BRINGING OF ANY CLAIM. IN THE EVENT WHERE THE USE OF THE APP OR SERVICE IS FREE OF CHARGE, AXLRV SHALL NOT BE RESPONSIBLE TO THE USER FOR ANY MONETARY COMPENSATION. USER AGREES THAT ANY CAUSE OF ACTION OR CLAIM ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH ANY OF THE ABOVE, MUST COMMENCE WITHIN ONE-YEAR (1) AFTER THE CAUSE OF ACTION OR CLAIM OCCURS, OR THE CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, ALL OR A PORTION OF THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

AXLRV MAY ALLOW USER TO DISCOVER, MATCH AND COMMUNICATE WITH ANOTHER USER FOR THE PURPOSES OF PROVIDING USER SERVICES TO USER. AXLRV WILL NOT ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY USER, AND USER EXPRESSLY WAIVES AND RELEASES AXLRV FROM ANY AND ALL LIABILITY, CLAIMS OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO THE USERS. AXLRV'S APP AND SERVICE MAY BE USED BY USER AS A PLATFORM TO BROWSE FOR, DISCOVER, AND CONNECT WITH ANOTHER USER WHO MAY BE ANOTHER USER OR THIRD PARTY PROVIDERS OF SERVICE TO USER. BUT USER AGREES THAT AXLRV HAS NO RESPONSIBILITY OR LIABILITY TO USER, RELATED TO ANY USER OR THIRD PARTY SERVICES OR OTHER SIMILAR SERVICE PROVIDED TO USER BY ANOTHER USER, OR OTHER THIRD PARTIES, OTHER THAN EXPRESSLY SET FORTH IN THESE TERMS. IN THE EVENT THAT USER ELECTS USER SERVICES, USER DOES SO AT THEIR OWN RISK. USER UNDERSTANDS AND ACKNOWLEDGES THAT A USER AND THIRD PARTY SERVICE ARE NOT UNDER AXLRV'S CONTROL AND THAT AXLRV CANNOT BE RESPONSIBLE OR LIABLE FOR SUCH SERVICE.

THE LIMITATIONS IN THIS SECTION THIRTEEN (13) ABOVE DO NOT PURPORT TO LIMIT LIABILITY OR ALTER USER'S RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

#### **14. INDEMNITY**

USER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS AXLRV AND ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES AND EXPENSES, (INCLUDING REASONABLE ATTORNEY'S FEES), ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH: 1) USER'S USE OF THE APP OR SERVICE, AND/OR USER SERVICES, AND/OR THIRD PARTY SERVICES OBTAINED THROUGH USER'S USE OF THE APP, SERVICE AND/OR USER SERVICES; 2) USER'S BREACH OR VIOLATION OF ANY OF THESE TERMS; 3) AXLRV'S USE OR ACCESS OF USER CONTENT; OR 4) USER'S VIOLATION OF ANY APPLICABLE LAWS, OR THE RIGHTS OF ANY THIRD PARTY, INCLUDING A AXLRV USER.

TO THE EXTENT PERMITTED BY ALL APPLICABLE LAWS, USER HEREBY RELEASES AXLRV FROM ANY AND ALL CLAIMS OR LIABILITY RELATED TO ANY USE OF THE APP, THE SERVICE OR OTHER USER SERVICES, OF A AXLRV USER, OR OTHER THIRD PARTY, REGARDLESS OF WHETHER SUCH SERVICE IS A OFFERING MADE AVAILABLE BY AXLRV THROUGH THE APP AND/OR SERVICE, INCLUDING WITHOUT LIMITATION TO ANY HARM CAUSED TO USER BY ACTION OR INACTION OF A AXLRV USER, OR OTHER THIRD PARTY, WHETHER THROUGH THE AXLRV SERVICE OR NOT, ONLINE OR OFFLINE.

THE TERMS OF THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

#### **15. Dispute Resolution**

User agrees that any dispute, claim or controversy, arising out of or relating to these Terms, or the breach, termination, enforcement, interpretation or validity thereof, or the use of the App, Service and/or User Services and/or Third Party Services (**collectively "Disputes"**), that names AXLRV, LLC as a party, may only be instituted in

a state or federal court in Cook County, Illinois. User irrevocably consents and submits to the exclusive personal jurisdiction and venue of such courts for resolution of such Disputes.

If any portion or provision of Section Fifteen (15) above is determined to be unenforceable, then the remainder of Section Fifteen (15) shall remain in full force and effect, and shall be enforced as if the portion ruled unenforceable were not contained herein.

## **16. Choice of Law**

These Terms are governed and construed in accordance with the laws of the State of Illinois, U.S.A., without giving effect to any conflict of law principles, or actual state or country of residence.

## **17. General**

User may not assign these Terms without AXLRV's prior written approval. AXLRV may assign these Terms without User's consent to: 1) a subsidiary or affiliate; 2) an acquirer of AXLRV's equity, business or assets; 3) a successor by merger. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between User and AXLRV as a result of these Terms. If any section, provision or portion is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. AXLRV's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by AXLRV in writing.

## **18. Entire Agreement**

These Terms of Use are between AXLRV and User, constitute the entire agreement and understanding between User and AXLRV. The subject matter hereof supersedes all contemporaneous communications, proposals and agreements, whether written or oral, between User and AXLRV.

END OF AXLRY CONSULTING, LLC TERMS OF USE