Terms of Services

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1. Introduction

Welcome to **DABB INC** ("**Company**", "**we**", "**our**", "**us**")! As you have just clicked our Terms of Service, please pause, grab a cup of coffee and carefully read the following pages. It will take you approximately 20 minutes.

These Terms of Service ("**Terms**", "**Terms of Service**") govern your use of our web pages located at http://dabbsocial.com and our mobile application Dabb (together or individually "**Service**") operated by DABB INC.

Our Privacy Policy also governs your use of our Service and explains how we collect, safeguard and disclose information that results from your use of our web pages. Please read Dabb's Privacy Policy.

No joint venture, partnership, employment, or agency relationship exists between you, The Company or any third-party provider as a result of this Agreement or use of the Software or Services.

Your agreement with us includes these Terms and our Privacy Policy ("Agreements"). You acknowledge that you have read and understood Agreements, and agree to be bound of them.

If you do not agree with (or cannot comply with) Agreements, then you may not use the Service, but please let us know by emailing at hello@dabbsocial.com so we can try to find a solution. These Terms apply to all visitors, users and others who wish to access or use Service.

Thank you for being responsible.

2. Communications

By creating an Account on our Service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or by emailing at hello@dabbsocial.com.

3. Merchants Are Independent

You understand and agree that Dabb provides a digital platform that connect you ("**Customers**") with independent food service providers and others that provide the products offered through the Service ("**Merchants**"). Merchant is the retailer; the services offered by Dabb pursuant to this Agreement do not include any retail services or any food preparation services.

Dabb is a platform that enable and facilitate orders processing, pickup and/or delivery between Customers and Merchants. You acknowledge and agree that Dabb does not itself prepare food or offer delivery services and has no responsibility or liability for the acts or omissions of any Merchant. Dabb will not assess or guarantee the suitability, legality or ability of any Merchant. You agree that Dabb is not responsible for the Merchants' food preparation or the safety of the food or whether the photographs or images displayed through the Service accurately reflect the food prepared by the Merchants and does not verify Merchants' compliance with applicable laws or regulations. Dabb has no responsibility or liability for acts or omissions by any Merchant.

You agree that the goods that you purchase will be prepared by the Merchant you have selected, that title to the goods passes from the Merchant to you at the Merchant's location, or after delivery is completed. You agree that The Company does not holds title to or acquires any ownership interest in any goods that you order through the Services.

4. Purchases, Payment Fees and Taxes

You understand that the prices for menu or other items displayed through the Services may differ from the prices offered or published by Merchants for the same menu or other items and/or from prices available at third-party websites and that such prices may not be the lowest prices at which the menu or other items are sold.

If you wish to purchase any product or service made available through Service ("**Purchase**"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

Dabb partnered with Stripe platform (<u>https://stripe.com</u>) for the purpose of facilitating payment and the completion of Purchases. Stripe is a global payment platform that help businesses with all the required payment infrastructure for an e-commerce business. Dabb does not manage or hold any information regarding payments. By submitting your payment and bank information, you are subject to Stripe (third party) Terms and Conditions, including fee structure, and Privacy Policy.

You may have the option to purchase alcohol products in some locations and from certain Merchants. If you receive your order in Puerto Rico, you agree that you will only order alcohol products if you are 18 years of age or older. If you receive your order in another country, you agree that you will only order alcohol products if you are of legal age to purchase alcohol products in the relevant jurisdiction. You also agree that, upon delivery of alcohol products, you will provide valid government-issued identification proving your age to the Merchant or Merchant representative. If you order alcohol products, you understand and acknowledge that The Company cannot accept your order of alcohol products, and the order can be completed if the Merchant accepts your order. The Merchant reserves the right to refuse the order if you are not at least 18 years old, if you cannot provide a valid government issued ID, if the name on your ID does not match the name on your order, or you are visibly intoxicated. Dabb has no responsibility or liability for acts or omissions by any Merchant on these matters.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

Merchants associated with Dabb paid a transaction fee for every purchase maid on the merchant store.

Dabb enables Merchants to automate the collection of sales taxes, but it does not handle tax remittance or filing on your behalf. It is the Merchant's responsibility to configure and ensure the accurate entry of sales tax rates for their store.

5. Contests, Sweepstakes and Promotions

Any contests, sweepstakes or other promotions (collectively, "**Promotions**") made available through Service may be governed by rules that are separate from these Terms of Service. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms of Service, Promotion rules will apply.

6. Offers and Culinary Experiences

6.1. Restaurant or Ticket Offers/Vouchers: Dabb may offer promotions and discounts related to restaurants and food tickets through the platform. These offers may include discounts on products or services from affiliated merchants. It's important to note that Dabb is not the provider of the services mentioned in the Offer. The promotion embedded within each Offer serves as a promotional tool for the Merchant, facilitated through Dabb. When you buy any Offer, you are consenting to adhere to the terms or "rules" outlined in the Offer. Before ordering, all users must confirm to have read and understand offers terms and rules.

6.2. Promotion Value: The value of the promotion, including discounts and benefits, will be clearly specified in the offer and in the communication received (email) after purchasing. This value may vary depending on the offer and the affiliated merchant. These discounts are determined based on pricing information provided by Merchants, which may include various factors like manufacturer's suggestions, supplier pricing, or industry standards. Please note that the pricing information we rely on can vary, so the prices we display may not always reflect current market rates.

6.3. Promotion Date: Each offer will have a clearly indicated the offer period or days left. Users must make their purchases within this period to take advantage of the promotion.

6.4. Offer Limit: Some offers may have a limit on the number of users who can avail of the promotion. Once this limit is reached, the offer will no longer be available to other users.

6.5. Redemption Time: Users must redeem the offers within the specified timeframe in the promotion. After the expiration date, the offer will no longer be available. All Offers on Dabb have a specified redemption period. The redemption deadline is clearly stated in various locations on the platform and in our communications. Dabb does not provide credit or refunds for expired Offers. However, we understand that unforeseen or technical issues may arise, and we want to assist you. In such cases, we may, at our discretion, offer a credit as a goodwill gesture.

6.6. Offers Changes: Dabb and the Merchant reserve the right to modify the Offer, including extending the offer period or adjusting the price, as needed.

6.7. Refund Policy: Offers purchased through the Dabb platform are non-refundable unless otherwise specified in the specific terms and conditions of the offer. If a user encounters any issues with an offer, they should directly contact the affiliated merchant to address any refund-related concerns.

7. Subscriptions

Some parts of Service offered for the Merchant are billed on a subscription basis ("**Subscription(s)**"). You will be billed in advance on a recurring and periodic basis ("**Billing Cycle**"). Billing cycles are set either on a monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or DABB INC cancels it. You may cancel your Subscription renewal either through your account management page or by contacting DABB INC customer support team.

A valid payment method, including credit card, is required to process the payment for your subscription. You shall provide DABB INC with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize DABB INC to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, DABB INC will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

8. Free Trial

DABB INC may, at its sole discretion, offer a Subscription or Transaction fee to Merchant with a free trial for a limited period ("Free Trial").

You may be required to enter your billing information in order to sign up for Free Trial.

If you do enter your billing information when signing up for Free Trial, you will not be charged by DABB INC until Free Trial has expired. On the last day of Free Trial period, unless you cancelled your Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected.

At any time and without notice, DABB INC reserves the right to (i) modify Terms of Service of Free Trial offer, or (ii) cancel such Free Trial offer.

9. Fee Changes

DABB INC, in its sole discretion and at any time, may modify Subscription and/or Transactions fees. Any Subscription fee change will become effective at the end of the then-current Billing Cycle. DABB INC will provide you with a reasonable prior notice of any change in fees to give you an opportunity to terminate your Subscription before such change becomes effective. DABB INC will provide you with a reasonable prior notice of any change in transaction fees to give you an opportunity to terminate your merchant account before such change becomes effective.

Your continued use of Service after Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

10. Refunds

Orders are final and non-refundable. However, Merchant, on his own discretion, may choose to refund a costumer. Refunds will be managed between Merchant and Costumer. You agree that Dabb is not responsible to directly refund a costumer since as established previously; orders are non-refundable. If Merchant, on his own discretion, decide to refund, Customer need to contact the Merchant directly to start the refund process.

Except when required by law, paid Subscription fees are non-refundable.

11. Content

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("**Content**"). You are responsible for Content that you post on or through Service, including its legality, reliability, and appropriateness.

By posting Content on or through Service, You represent and warrant that: (i) Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your Content on or through Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.

You retain all of your rights to any Content you submit, post or display on or through Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third-party posts on or through Service. However, by posting Content using Service you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through Service. You agree that this license includes the right for us to make your Content available to other users of Service, who may also use your Content subject to these Terms. DABB INC has the right but not the obligation to monitor and edit all Content provided by users.

In addition, Content found on or through this Service are the property of DABB INC or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

When you post a review of a Merchant ("Ratings" and "Reviews") that is considered User Content and is governed by this Agreement. Ratings and Reviews are not endorsed by The Company and do not represent the views of The Company or its affiliates. The Company shall have no liability for Ratings and Reviews or for any claims for economic loss resulting from such Ratings and Reviews. Because we strive to maintain a high level of integrity with respect to Ratings and Reviews posted or otherwise made available through the Services, you agree that: (i) you will base any Rating or Review on first-hand experience with the Merchant or business; (ii) you will not provide a Rating or Review for any Merchant or business for which you have an ownership interest, employment relationship or other affiliation or for any of that company's competitors; (iii) you will not submit a Rating or Review in exchange for payment, free food items, or other benefits from a Merchant or business; (iv) any Rating or Review you submit will comply with the Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising; and (v) your Rating or Review will comply with the terms of this Agreement. If we determine, in our sole discretion, that any Rating or Review could diminish the integrity of the Ratings and Reviews or otherwise violates this Agreement, we may remove such User Content without notice.

12. Dabb Rewards Program

Dabb Rewards Program, also known as the Foodie Advocate Program, ("**Reward Program**") is a way in which Company reward and thanks our loyal customers for participating and using Dabb platform. Dabb's reward program is an optional feature for users. Users opt into and accept the reward program and its benefits voluntarily after completing the initial tasks required to activate the reward program in the mobile app. Reward Program consist, but not limited, of Dabb Coins (DCX), badges and certain loyalty tiers ("ranks") with added benefits. You can earn DCX and reach loyalty ranks by making eligible purchases or taking certain other Program actions ("tasks"). Once you reach a certain loyalty tier and/or earn a certain number of points, you may be eligible for certain benefits and rewards applicable to that tier and/or number of points, which benefits may change from time to time and may be offered on a limited basis. You can find the most up-to-date Reward Program benefits and requirements in Dabb Service.

Dabb's Reward Program is a built-in reward service for Merchants. Merchants, on their own discretion, may use the Reward Program to offer certain discounts during Customer purchases based on Customer available DCX. The reward program or its participating merchants may disable or terminate the ability to use your DCX as discount during checkout at any time without obligation to you or may change the type of goods associated with the discount. Neither The Company nor any Merchants shall be liable for any suspension, modification, or termination of your ability to earn rewards or use your DCX.

The Company reserve the right to change Rewards Program benefits, how you reach each Program rank, how you earn DCX and how we evaluate and reward your eligible purchases and/or other Program activity.

13. Prohibited Uses

You may use Service only for lawful purposes and in accordance with Terms. You agree not to use Service:

- In any way that violates any applicable national or international law or regulation.
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate Company, a Company employee, another user, or any other person or entity.
- In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of Service, or which, as determined by us, may harm or offend Company or users of Service or expose them to liability.

Additionally, you agree not to:

- Use Service in any manner that could disable, overburden, damage, or impair Service or interfere with any other party's use of Service, including their ability to engage in real time activities through Service.
- Use any robot, spider, or other automatic device, process, or means to access Service for any purpose, including monitoring or copying any of the material on Service.
- Use any manual process to monitor or copy any of the material on Service or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of Service.
- Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of Service, the server on which Service is stored, or any server, computer, or database connected to Service.
- Attack Service via a denial-of-service attack or a distributed denial-of-service attack.
- Take any action that may damage or falsify Company rating.
- Otherwise attempt to interfere with the proper working of Service.

14. Analytics

We may use third-party Service Providers to monitor and analyze the use of our Service.

Google Analytics

Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualize and personalize the ads of its own advertising network.

For more information on the privacy practices of Google, please visit the Google Privacy Terms web page: https://policies.google.com/privacy?hl=en

We also encourage you to review the Google's policy for safeguarding your data: https://support.google.com/analytics/answer/6004245.

15. No Use By Minors

Service is intended only for access and use by individuals at least sixteen (16) years old. By accessing or using any of Company, you warrant and represent that you are at least sixteen (16) years of age and with the full authority, right, and capacity to enter into this agreement and abide by all the terms and conditions of Terms. If you are not at least sixteen (16) years old, you are prohibited from both the access and usage of Service.

16. Accounts

When you create an account with us, you guarantee that you are above the age of 16, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

17. Intellectual Property

Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of DABB INC and its licensors. Service is protected by copyright, trademark, and other laws of the United States. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of DABB INC.

18. Copyright Policy

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on Service infringes on the copyright or other intellectual property rights ("**Infringement**") of any person or entity.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to hello@dabbsocial.com, with the subject line: "Copyright Infringement" and include in your claim a detailed description of the alleged Infringement as detailed below, under "DMCA Notice and Procedure for Copyright Infringement Claims"

You may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through Service on your copyright.

19. DMCA Notice and Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;
- a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- identification of the URL or other specific location on Service where the material that you claim is infringing is located;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our Copyright Agent via email at hello@dabbsocial.com

20. Error Reporting and Feedback

You may provide us either directly at hello@dabbsocial.com or via third party sites and tools with information and feedback concerning errors, suggestions for improvements, ideas, problems, complaints, and other matters related to our Service ("**Feedback**"). You acknowledge and agree that: (i) you shall not retain, acquire or assert any intellectual property right or other right, title or interest in or to the Feedback; (ii) Company may have development ideas similar to the Feedback; (iii) Feedback does not contain confidential information or proprietary information from you or any third party; and (iv) Company is not under any obligation of confidentiality with respect to the Feedback. In the event the transfer of the ownership to the Feedback is not possible due to applicable mandatory laws, you grant Company and its affiliates an exclusive, transferable, irrevocable, free-of-charge, sub-licensable, unlimited and perpetual right to use (including copy, modify, create derivative works, publish, distribute and commercialize) Feedback in any manner and for any purpose.

21. Links To Other Web Sites

Our Service may contain links to third party web sites or services that are not owned or controlled by DABB INC.

DABB INC has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

YOU ACKNOWLEDGE AND AGREE THAT DABB INC SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH USE OF OR RELIANCE ON ANY SUCH CONTENT, GOODS OR SERVICES AVAILABLE ON OR THROUGH ANY SUCH THIRD PARTY WEB SITES OR SERVICES.

WE STRONGLY ADVISE YOU TO READ THE TERMS OF SERVICE AND PRIVACY POLICIES OF ANY THIRD PARTY WEB SITES OR SERVICES THAT YOU VISIT.

22. Disclaimer Of Warranty

THESE SERVICES ARE PROVIDED BY COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THEIR SERVICES, OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED THEREIN. YOU EXPRESSLY AGREE THAT YOUR USE OF THESE SERVICES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED FROM US IS AT YOUR SOLE RISK. NEITHER COMPANY NOR ANY PERSON ASSOCIATED WITH COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ANYONE ASSOCIATED WITH COMPANY REPRESENTS OR WARRANTS THAT THE SERVICES, THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

23. Limitation Of Liability

EXCEPT AS PROHIBITED BY LAW, YOU WILL HOLD US AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY YOU OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF COMPANY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON THE PART OF COMPANY, IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCTS AND/OR SERVICES, AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE PRIOR LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

24. Termination

We may terminate or suspend your account and bar access to Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of Terms.

If you wish to terminate your account, you may simply discontinue using Service.

All provisions of Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

25. Governing Law

These Terms shall be governed and construed in accordance with the laws of Puerto Rico without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding Service.

26. Changes To Service

We reserve the right to withdraw or amend our Service, and any service or material we provide via Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of Service, or the entire Service, to users, including registered users.

27. Amendments To Terms

We may amend Terms at any time by posting the amended terms on this site. It is your responsibility to review these Terms periodically.

Your continued use of the Platform following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page frequently so