THRVE360 TERMS OF USE

These Terms of Use ("**Terms**") set out the terms and conditions that govern your access and use of the THRVE360 platform which is located at http://www.THRVE360.ca/ **Platform**"). The Platform is operated by Futureworx Society ("Futureworx"). Futureworx will collectively be referred to as the "Operator". The purpose of the Platform is to assist employers to identify gaps in the social emotional skills of employees, and to assist employees to improve their social emotional skills during their employment. As used in these Terms, social emotional skills include but are not limited to the following: attitude, motivation, time management, stress management, presentation, teamwork, adaptability, accountability, confidence, and problem solving.

An organization that has been authorized by the Operator to access and use the Platform shall be referred to as "Customer" and those employees of Customer that access the Platform shall be referred to as "Employees". Customer and Employees shall be collectively referred to as "Users". A Customer and its Employees shall only be authorized to use the Platform after: (i) Customer has entered into a separate agreement ("Customer Agreement") with the Operator which sets out the fees payable for Customer's and its employees' use of the Platform; and (ii) Customer has made the initial payment required under the Customer Agreement.

By using or accessing the Platform or authorizing Employees to access the Platform, Users agree to be bound by the most recent versions of the Terms and the Privacy Policy (collectively, the "Policies"). If a User does not agree to the Policies, it should not access or otherwise use the Platform. The Operator may change the Policies or any other policies or guidelines governing the Platform at any time in its sole discretion. The User will be provided with notice of any material changes to these Terms, as determined by the Operator in their sole discretion. If Customer does not agree to a change to the Policies, Customer will immediately discontinue all access of the Platform and will immediately prohibit all of its Employees from accessing or using the Platform. If an Employee does not agree to the Policies, Employee will discontinue use or access to the Platform and will inform Customer of Employee's decision. Continued access or other use of the Platform by a User after receiving notice of such changes constitutes acknowledgment and acceptance of the changes.

1. Definitions.

(a) "Applicable Law" means all applicable domestic or foreign federal, provincial, state, municipal or local laws, common law, rules, statutes, regulations, by-laws, ordinances, policies, directives, guidance documents or orders of any government, court, administrative or regulatory agency, commission, body, board or other government authority, including but not limited to Privacy Laws.

(b) "**Customer Data**" means all data, information, content, records and files that a customer loads, transmits or enters into the Platform, including answers to survey questions, competency questions, personality questions and aptitude tests, together with any results or reports generated by or through the Platform on the basis of such data.

(c) **"Data"** means all Customer Data and Employee Data.

(d) "**De-Identified Data**" means personal information included in the Data that has been modified using technical processes to ensure that the information does not identify an individual or could not be used in reasonably foreseeable circumstances, alone or in combination with other information, to identify an individual.

(e) "Employee Data" means all data, information, content, records, and files about an Employee that are loaded, transmitted to or entered into the Platform, including answers to survey

questions, competency questions, personality questions and aptitude tests, together with any results or reports generated by or through the Platform on the basis of such data.

(f) "Platform Content" means all materials, including any data, text, images, illustrations, designs, icons, photographs, information, software, programs, data, tools, skill descriptions, test and survey questions, performance measures, documents, tests and other content that are part of the Platform.

(g) "Privacy Laws" means any applicable federal or provincial privacy, personal data protection, or other similar laws.

All capitalized terms used herein but not otherwise defined shall have the same meaning as that set out in the Privacy Policy.

2. LICENSE GRANT AND USE OF THE PLATFORM

2.1 License Grant by Operator. During the Term, the Operator grant to Customer, for non-commercial purposes:

(a) a limited, revocable, non-exclusive, and non-transferable right to access and use the Platform for the purpose of conducting and managing reviews to determine gaps in the social emotional skills of Employees, and to permit Employees to access and use the Platform to complete surveys and self-reflections related to their employment; and

(b) a perpetual, non-exclusive, non-transferable, royalty-free right to use, copy, access, modify and store any report generated through the Platform solely for Customer's internal business purposes.

If a User makes a copy of any of the Platform Content for personal use, User shall retain all copyright and other proprietary notices contained in such Platform Content.

2.2 License Grant by Customer. User grants to each of the Operator:

(a) a perpetual, non-exclusive, royalty-free, irrevocable, sublicensable, transferable and worldwide right to reproduce, access, collect, store, use, modify, update, perform, create compilations, aggregations, enhancements, adaptations, translations, or derivative works from or on the basis of any and all Data to the extent required for the Operator to perform their obligations under these Terms; and

(b) a perpetual, non-exclusive, royalty-free, irrevocable, sublicensable, transferable and worldwide right to reproduce, modify, update, perform, process, develop, access, collect, store, use, sell, exploit, resell, distribute, provide, transfer, use, create compilations, aggregations, enhancements, adaptations, translations, or derivative works from or on the basis of, all De-Identified Data.

2.3 Users shall only copy, reproduce, store, or download content from the Platform for personal non-commercial use, unless otherwise permitted by the Operator in writing or explicitly permitted under Applicable Law. Otherwise, the Platform or any portion thereof shall not be copied, downloaded, modified, reproduced, distributed, published, performed, streamed, transmitted, broadcasted, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the Operator. Operator reserve all rights not expressly granted in and to the Platform and to any trademarks used or displayed on the Platform.

2.4 Use of the Platform and Employee Data. The Platform is intended as a tool for Customers to use to identify areas of improvement in social emotional skills of an Employee and to assist Employees with improving their social emotional skills. The Employee Data is collected for informational purposes only and should not be used as a determinant of employee performance, continued employment or any specific employment terms or conditions. To the fullest extent permitted by law, **Operator disclaim any and all responsibility and liability to any User with respect to:**

(i) any action taken or omitted by Customer, Employee, or any third party based on interaction with the Platform; and (ii) the use of or reliance by any User or any third party on the Platform Content, Employee Data, or any functionality of the Platform.

3. VOID WHERE PROHIBITED BY LAW

3.1 User will not access or use the Platform if User is located in a jurisdiction where it is forbidden by Applicable Law to do so.

4. CREATION AND MAINTENANCE OF ACCOUNTS.

4.1 Customer Account. To access and use the Platform, Customer must purchase access to the Platform at the then-current rate. Futureworx will then register and create an account for Customer based on the information provided by Customer to Futureworx (a "**Customer Account**"). Customer will only access and use the Platform only through its Customer Account and it shall not allow any third party to access the Customer Account except as permitted in these Terms.

4.2 Employee Account. Customer is solely responsible for creating accounts for its Employees (each an "**Employee Account**"). An Employee will access and use the Platform only through its assigned Employee Account. Customer agrees that it is responsible and liable for the compliance by Employees with these Terms, as well as for all fees and Fees and charges incurred by Employees in connection with access to and use of the Platform, and any and all activity occurring through Employee Accounts.

4.3 When creating or maintaining a Customer Account or an Employee Account, as applicable, Customer shall and shall require Employee, at all times, to:

(a) provide accurate, current and complete information;

(b) maintain and update any Customer Account or Employee Account to keep it accurate, current and complete; and

(c) treat all users of the Platform professionally and respectfully.

4.4 Restrictions. User shall not, and in the case of Customer, shall not permit any Employee to: (i) make any unlawful use of the Platform or (ii) make use of the Platform other than as permitted by these Terms. Without limiting the generality of the foregoing, except as expressly authorized in writing by Operator or as expressly permitted under these Terms, User shall not (and in the case of Customer, shall not permit any Employee to):

(a) share, transfer or make available any Customer Account, Employee Account or login credentials with or to any third party;

(b) copy, modify or distribute any Platform Content or any data (including without limitation the Data or De-identified Data),

(c) circumvent, disable or otherwise interfere with security-related features of the Platform or features that prevent or restrict use or copying of any Platform Content or enforce limitations on use of the Platform;

(d) incorporate the Platform Content into, or stream or transmit the Platform Content via any hardware or software application or make it available via frames or in-line links;

(e) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party, all or any part of the rights granted under these Terms, in whole or part.

(f) provide to Operator, through the Platform or otherwise, any content that: (i) violates any applicable laws or infringes, violates or misappropriates the rights (including

intellectual property, moral rights, privacy rights or rights of publicity) of any third party; or (ii) User does not have the lawful right to provide to Operator for the purposes set out in these Terms;

(g) copy, collect, store, scrape, frame, reorganize, manipulate, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Platform, any updates, or any portion thereof;

(h) modify, adapt or hack the Platform, including obtaining or attempting to obtain access to any portions of the Platform that are not available to the User;

(i) access the Platform for the purpose of building a similar or competitive product;

(j) upload or otherwise transmit or distribute viruses or any other technologies that may adversely affect the operation of the Platform; and

(k) use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Platform or attempt to extract any of the Platform Content from the Platform.

4.5 User shall promptly notify Operator of any actual or reasonably suspected unauthorized access to or use of the Platform or of any Customer or Employee Account.

5. FEES AND PAYMENT / SUBSCRIPTION.

5.1 Fees. Customer shall pay to Futureworx the fees and charges in accordance with the payment terms in the Customer Agreement and any invoice issued by Futureworx to Customer. All fees are in Canadian dollars.

5.2 No Set-Off, Late Payment. Customers shall be responsible for all taxes that may be payable on any charges for use of the Platform. Customer may not withhold or set-off any amounts due under these Terms. In the event that a Customer is in arrears more than thirty (30) days for any payment due for use of the Platform, Operator shall have the right to suspend such Customer's (and such Customer's Employees') access to the Platform until such Customer's account is up to date.

6. TERMINATION.

6.1 Termination by Operator.

(a) Operator reserves the right to suspect, deactivate or terminate any Customer Account or Employee Account at any time and without notice, if Operator determines or suspect, acting in their sole discretion, that the Customer Account or Employee Account is being used in contravention of any of these Terms. Without limiting the generality of the foregoing, Operator reserves the right to limit, suspend, or terminate (as determined by Operator in their sole discretion) access to the Platform or any component thereof by Customer or any of its Employees in order to:

i. prevent any actual or potential adverse impact on operator' ability to deliver any services to its clients;

ii. prevent any actual or potential damage to, or misuse, abuse or degradation of the integrity of, the Platform, Operator systems, or other Operator property;

iii. comply with any Applicable Law, including any judicial or governmental request or order; or

iv. protect Operator from actual or potential liability or harm to its reputation or business.

Operator will use commercially reasonable efforts to notify Customer of the reasons for such limitation, suspension, or termination action as soon as reasonably practicable.

(b) Operator shall have the right to terminate Customer's and its Employees' access to the Platform immediately if Customer fails to pay the required fees to Operator when due or upon the date that the Customer's subscription under the Customer Agreement expires and is not renewed. Operator shall have the right to terminate a User's access to the Platform upon request of a Customer if such User is an Employee of the Customer. Within one (1) year following such expiration or termination, Operator, at their sole discretion, may, in response to a Customer request, provide to Customer information stored on the Platform relating solely to Customer or its Employees. Operator may charge an additional fee for such information.

7. INTELLECTUAL PROPERTY RIGHTS.

7.1 The Platform, including all underlying technology and intellectual property rights embodied therein, are and remain the sole and exclusive property of their respective owners, and no license or any other right is granted to any such underlying technology is granted to any User. If Users provide feedback, ideas or suggestions regarding the Platform ("**Feedback**"), the Operator are free to fully exploit such Feedback without obligation or compensation.

7.2 All Platform Content is owned, controlled or licensed by the Operator or their licensors and is protected by Canadian and international intellectual property laws. The Content is provided on an "as is" and "as available" basis for informational purposes only and is subject to change without notice.

7.3 The compilation (i.e. the selection, collection, arrangement, and assembly) of the Content is the exclusive property of the Operator and is also protected by Canadian and international copyright laws. Any logos and designs that are displayed on the Platform are trademarks, service marks or trade dress of the Operator or a third party, and may not be used by Users for any purpose.

7.4 Nothing in these Terms grants any User any right, title or interest in any intellectual property of Futureworx or their licensors, including without limitation any Futureworx trademarks, and any and all uses of such intellectual property shall be subject to approval by the applicable rights holder(s). Without limiting the generality of the foregoing, access to the Platform does not confer and shall not be considered as conferring upon anyone any license under any of the Operator' or any third-party's intellectual property rights. The Operator reserves all rights not expressly granted herein.

8. PRIVACY.

8.1 The Privacy Policy describes the personal information collected when Users access or use the Platform. User agrees (and in the case of Customer, will cause each Employee to agree) to the Privacy Policy. Customer shall not permit any of its Employees to access the Platform unless and until such Employee has agreed to the Privacy Policy.

8.2 Customer is responsible for obtaining all third party (including from each Employee) consents, authorizations and permissions, and making all recommended or required disclosures to third party (including to each Employees) as required by Applicable Laws with respect to (i) any activity that occurs on or through the Platform and (ii) any access, collection, use, storage, retention, transfer or disclosure by operator of all Data as contemplated in these Terms (collectively, the "**Required Consents and Disclosures**").

9. ACCESS TO AND USE OF THE INTERNET

9.1 Users are solely responsible for obtaining and maintaining all internet or data network access, device hardware and other equipment needed to access and use the Platform, and shall be solely responsible for all charges and fees related thereto.

9.2 Due to technical difficulties with the internet, internet software or transmission problems may produce inaccurate or incomplete copies of information contained on this Platform. Customer acknowledges and understands that Data may be accessed by unauthorized persons when communicated across the Internet, network communications facilities or other electronic means. Operator is not responsible for any Data that is delayed, lost, destroyed, altered, intercepted or stored during the transmission of such data across network infrastructure not owned or operated by the Operator, including the Internet, third party websites or Users' local networks.

9.3 THE OPERATOR PARTIES (as defined in Section 12.1) SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY SOFTWARE, VIRUSES OR OTHER DESTRUCTIVE, HARMFUL OR DISRUPTIVE FILES OR PROGRAMS THAT MAY INFECT OR OTHERWISE IMPACT A USER'S USE OF THEIR DEVICE OR OTHER PROPERTY ON ACCOUNT OF ACCESS TO, USE OF, OR BROWSING ON THE PLATFORM. IN NO EVENT IS THE OPERATOR PARTY LIABLE FOR ANY COSTS, DAMAGES OR EXPENSES INCURRED AS A RESULT OF THE USE OR ACCESS TO THE PLATFORM OR ANY SECURITY BREACHES ARISING FROM OR ATTRIBUTABLE TO THE PLATFORM.

9.4 Users understand and agree that electronic communications, including over the internet and through email, are not secure means of communication and the privacy, integrity or authenticity of any communication over the Internet with Users shall not expose the Operator Parties to any liability for damages.

10. LINKED WEBSITES.

10.1 The Platform may contain links to third-party websites and online services that are not owned or controlled by the Operator. The Operator assumes no responsibility for the content, privacy policies, or practices of any third-party websites or online services, and the access and use these websites or online services is solely the User's own risk. These links are provided for reference and convenience only, and do not necessarily imply any endorsement, sponsorship or recommendation of the material on these third-party websites or online services or any association with their operator.

11. WARRANTY.

11.1 Customer warranties. Customer hereby represents and warrants that (i) it has the authority to enter into these Terms on behalf of its organization and bind such organization; and (ii) the Data will not contain any personal information other than personal information for which the Customer has provided and/or obtained all Required Consents and Disclosures.

11.2 Warranty Disclaimer. The Operator makes no representation, condition, guarantee or warranty about the Platform or any part thereof. Without limiting the generality of the foregoing, Operator makes no representation, condition, guarantee or warranty that (i) the Platform is appropriate or available for access or other use in all locations and jurisdictions or (ii) the Platform Content is accurate, complete, or useful for Customer's purposes.

12. DISCLAIMER, INDEMNIFICATION, LIMITATION OF LIABILITY.

12.1 The following disclaimers, limitation of liability and indemnification provisions reference and apply to the Operator, their affiliates and subsidiaries and their respective officers, directors, agents, contractors, successors and assigns (collectively, the "**Operator Parties**").

12.2 General Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM AND THE PLATFORM CONTENT ARE PROVIDED "AS IS" AND AS-AVAILABLE, WITH ALL FAULTS AND WITHOUT REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, BY THE OPERATOR PARTIES. WITHOUT LIMITING THE FOREGOING, THE OPERATOR PARTIES EXPRESSLY DISCLAIM ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, COMPATIBILITY, SECURITY, RELIABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR USAGE OF TRADE. THE OPERATOR MAKES NO WARRANTY THAT THE PLATFORM CONTENT WILL MEET USER REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. THE OPERATOR MAKES NO WARRANTY REGARDING THE QUALITY OF THE PLATFORM OR PLATFORM CONTENT OR ITS ACCURACY, TIMELINESS, TRUTHFULNESS, USEFULNESS, COMPLETENESS, OR RELIABILITY. THE OPERATOR DOES NOT WARRANT THAT ERRORS IN THE PLATFORM CAN OR WILL BE CORRECTED. THE OPERATOR ASSUMES NO LIABILITY OR RESPONSIBILITY FOR (I) ERRORS, MISTAKES, OR INACCURACIES OF PLATFORM CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DATA LOSS OR CORRUPTION), RESULTING FROM ACCESS TO AND USE OF THE PLATFORM, (III) UNAUTHORIZED ACCESS TO OR USE OF ANY SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION, CONTENT, AND/OR INFORMATION STORED THEREIN, (IV) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PLATFORM, (V) BUGS, VIRUSES, TROJAN HORSES, DESTRUCTIVE COMPUTER CODES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE PLATFORM BY ANY THIRD-PARTY, AND/OR (VI) LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY DATA OR PLATFORM CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE PLATFORM.

12.3 Interaction with third parties on the Platform. USERS ARE SOLELY RESPONSIBLE FOR ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE PLATFORM, AND WITH OTHER PERSONS WITH WHOM USERS COMMUNICATE OR INTERACT AS A RESULT OF THE USE OF THE PLATFORM OR THE PLATFORM CONTENT. THE OPERATOR DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS MADE OR THE DATA PROVIDED BY USERS.

12.4 Customer Indemnification. Customer shall defend, indemnify and hold harmless the Operator from and against any and all liability, claim, loss, obligation, demand, damage, cost, expense (including reasonable attorney's fees) directly or indirectly arising from or in connection with or relating to: (i) Data; (ii) Customer or any Employee's use of, access to, or misuse of the Platform or any part thereof, including in combination with any third party software, application or service; (iii) Customer's breach of any of its obligations, representations or warranties under these Terms; (iv) Customer's or Employee's violation of any third party right, including without limitation intellectual property, privacy or right of personality; (v) any activity on or through a Customer Account or Employee Account; (vi) Customer or Employee's violation of or failure to comply with Applicable Law; (vii) any business or employment decision taken by Customer on the basis of or relying upon any Platform Content; (viii) any claim by any Employee relating to Employee's access, use or interaction with the Platform; or (vii) any misrepresentation, criminal behaviour, gross negligence or wilful misconduct on the part of Customer or any Employee. Customer will fully cooperate with Operator in the defense of any claim defended by Customer pursuant to its indemnification obligations and will not settle any such claim without the prior written consent of the Operator.

12.5 Limitation of Liability. IN NO EVENT SHALL THE OPERATOR BE LIABLE TO ANY USER OR ANY THIRD-PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM THE PLATFORM, INCLUDING ANY LOSS OF PROFITS OR SAVINGS, ANY BUSINESS INTERRUPTION, ANY LOSS OR CHANGE OF EMPLOYMENT, OR ANTICIPATED PROFITS OR SAVINGS, DATA, OPPORTUNITY, REPUTATION, GOODWILL OR BUSINESS, REGARDLESS OF CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, FUNDAMENTAL BREACH, BREACH OF A FUNDAMENTAL TERM) OR OTHERWISE, AND EVEN IF THE OPERATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF THE OPERATOR IN CONNECTION WITH OR UNDER THESE TERMS EXCEED THE TOTAL AMOUNT OF FEES RECEIVED BY THE OPERATOR UNDER THESE TERMS DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THESE TERMS WILL NOT INCREASE THIS MAXIMUM LIABILITY AMOUNT.

13. General.

13.1 Entire Agreement. Subject to any additional terms and conditions presented to a User in connection with any particular aspect of the Platform, these Terms together with the Privacy Policy, set out the entire agreement between Customer and Operator relating to the subject matter herein and supersede and any all prior or contemporaneous written or oral agreements between the parties.

13.2 Governing Law. These Terms and the access to and use of the Platform are governed by, construed and enforced in accordance with the applicable laws of the Province of Nova Scotia and the Federal Laws of Canada without regard to conflict of laws principles. Any cause of action brought to enforce these Terms of, or in connection with any matters related to the Platform or any applicable services shall be brought only before the Nova Scotia Superior Court of Justice, sitting in Nova Scotia, Canada, and Users hereby irrevocably consent and attorn to the exclusive jurisdiction of that Court.

13.3 Headings. The headings and subheadings herein are provided for convenience of reference only and are not to be used in construing these Terms or any provision thereof.

13.4 No Assignment. These Terms are not assignable, transferable or sub-licensable by Users except with the Operators prior written consent. Operator may assign, transfer or convey these Terms to a third party without notice to Users.

13.5 No Waiver. The failure of the Operator to act with respect to a breach by a User does not waive their right to act with respect to subsequent or similar breaches. The Operator will have no obligation to Users to act against all breaches of these Terms.

13.6 Severability. If a court of competent jurisdiction finds that any provision of these terms is invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these terms but the legality, validity and enforceability of the other provisions in these terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Terms.

13.7 Independent Contractors. Customer's relationship to Operator is that of an independent contractor, and neither party is an agent or partner of the other. Customer will not have and will not represent to any third party that it has, any authority to act on behalf of the Operator.

13.8 Notices: Providing an email address or other contact information to the Operator constitutes consent by a User to receive any legal notices required by Applicable Law at the email address or other contact information provided. Any notice sent by email or other electronic communication in this manner shall be deemed to have been received twenty four (24) hours after the email or other electronic communication is sent by the Operator, unless the Operator is notified that the email address is invalid. Alternatively, the Operator may give legal notice by mail at any physical address provided and in such case, notice shall be deemed given three days after the notice is sent in the mail.

13.9 Survival. The following sections, together with any other provision of these Terms which expressly or by its nature survives termination or expiration or which contemplates performance or observance subsequent to termination or expiration of these Terms shall survive: Section 3 (License Grant), Section 5 (Fees & Payment), Section 11 (Warranty) and Section 12 (Disclaimer, Indemnification and Limitation of Liability).