

Mobile Application End User License Agreement

Last Updated: October 1, 2023

This Mobile Application End User License Agreement ("**Agreement**") is a binding agreement between you ("**End User**" or "**you**") and Dwell at Home, LLC ("**Company**"). This Agreement governs your use of the Dwell at Home mobile application (regardless of mobile operating system) (including all related documentation, the "**Application**" or "**Service(s)**"). The Application is licensed, not sold, to you.

BY CLICKING THE "AGREE" BUTTON, DOWNLOADING, INSTALLING, OR USING THE APPLICATION, OR CHECKING A CHECKBOX YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER/OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL AND/OR USE THE APPLICATION AND DELETE IT FROM YOUR MOBILE DEVICE.

BY DOWNLOAD, INSTALLING, OR USING THE APPLICATION YOU ALSO AGREE TO THE DWELL AT HOME TERMS OF SERVICE FOUND HERE:

[HTTPS://DWELLATHOME.COM/WP-CONTENT/UPLOADS/DWELL-AT-HOME-TERMS-OF-SERVICE_V1.4.PDF](https://dwellathome.com/wp-content/uploads/dwell-at-home-terms-of-service_v1.4.pdf).

IF YOU ARE ACCESSING OR USING THE SERVICES ON BEHALF OF A BUSINESS OR ENTITY, THEN (A) "YOU" AND "YOUR" INCLUDES YOU AND THAT BUSINESS OR ENTITY, (B) YOU REPRESENT AND WARRANT THAT YOU ARE AN AUTHORIZED REPRESENTATIVE OF THE BUSINESS OR ENTITY WITH THE AUTHORITY TO BIND THE ENTITY TO THESE TERMS, AND THAT YOU AGREE TO THESE TERMS ON THE ENTITY'S BEHALF, AND (C) YOUR BUSINESS OR ENTITY IS LEGALLY AND FINANCIALLY RESPONSIBLE FOR YOUR ACCESS OR USE OF THE SERVICES AS WELL AS FOR THE ACCESS OR USE OF YOUR ACCOUNT BY OTHERS AFFILIATED WITH YOUR ENTITY, INCLUDING ANY EMPLOYEES, AGENTS OR CONTRACTORS

1. Changes to the Terms. We amend these Terms from time to time, for instance when we update the functionality of our Services, when we combine multiple apps or services operated by us or our affiliates into a single combined service or app, or when there are regulatory changes. We will use commercially reasonable efforts to generally notify all users of any material changes to these Terms, such as through a notice on the Application, however, you should look at the Terms regularly to check for such changes. We will also update the "Last Updated" date at the top of these Terms, which reflect the effective date of such Terms. Your continued access or use of the Services after the date of the new Terms constitutes your acceptance of the new Terms. If you do not agree to the new Terms, you must stop accessing or using the Services.

2. License Grant. Subject to the terms of this Agreement, Company grants you a limited, non-exclusive, and nontransferable license to:

(a) download, install, and use the Application for your personal, non-commercial use on a single mobile device owned or otherwise controlled by you ("**Mobile Device**") strictly in accordance with the Application's documentation.

(b) access, stream, download, and use on such Mobile Device the Content and Services (as defined in 7) made available in or otherwise accessible through the Application, strictly in accordance with this Agreement and the Terms of Use applicable to such Content and Services as set forth in 7.

3. License Restrictions. Except as may be expressly permitted by applicable law or expressly authorized by the Application, you shall not:

(a) copy the Application, except as expressly permitted by this license;

(b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application;

(c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;

(d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy thereof;

(e) intimidate or harass another, or promote sexually explicit material, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

(f) upload, send, or distribute any material which is defamatory of any person, obscene, offensive, pornographic, hateful or inflammatory, or any material that would constitute, encourage or provide instructions for a criminal offence, dangerous activities or self-harm.

(g) upload, send, or distribute any material that is deliberately designed to provoke or antagonize people, especially trolling and bullying, or is intended to harass, harm, hurt, scare, distress, embarrass or upset people;

(h) upload, send, or distribute any material that is racist or discriminatory, including discrimination on the basis of someone's race, religion, age, gender, disability or sexuality

(i) any material that contains a threat of any kind, including threats of physical violence

(j) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time;

(k) use any robot, spider, or other automatic device, process, or means to access the Application for any purpose, including monitoring or copying any of the material on the Application;

(l) use any manual process to monitor or copy any of the material on the Application, or for any other purpose not expressly authorized in this Agreement, without Company's prior written consent;

(m) frame, mirror, or otherwise incorporate the Application or any portion of the Application as part of any other mobile application, website, or service;

(n) use the Application in any manner that could disable, overburden, damage, or impair the Application or interfere with any other party's use of the Application; or

(o) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application.

(p) fail to: maintain your username and password in strict confidence, share your username or password with any third party or allow another person to access the Service using your username and password, notify immediately Dwell at Home if you have any reason to believe that your username or password has been lost or compromised or misused in any way.

(q) post, use, transmit or store: (a) a message or information under a false name; (b) information that is unlawful, libelous, defamatory, obscene, fraudulent, predatory of minors, harassing, threatening or hateful to any person; or (c) information that infringes or violates any of the intellectual property rights of others or the privacy or publicity rights of others.

(r) attempt to disrupt the operation of the Service by any method, including through the use of viruses, Trojan horses, worms, time bombs, denial of service attacks, flooding or spamming.

(s) use the Service in any manner that could damage, disable or impair our services or networks.

(t) attempt to gain unauthorized access to any user accounts or computer systems or networks, through hacking, password mining or any other means.

(u) post, use, transmit or store any answers, responses, comments, opinions, analysis or recommendations that you are not properly licensed or otherwise qualified to provide; or

(v) post, use, transmit or store material that, in the sole judgment of Dwell at Home, is objectionable or which restricts or inhibits any other person from using the Services, or which may expose Dwell at Home, the Services or its users to any harm or liability of any type.

We reserve the right, at any time and without prior notice, to remove or disable access to content at our discretion for any reason or no reason. Some of the reasons we may remove or disable access to content may include finding the content objectionable, in violation of these Terms, or otherwise harmful to the Services or our users. Our automated systems analyze your content (including emails) to provide you personally relevant product features, such as customized search results, tailored advertising, and spam and malware detection. This analysis occurs as the content is sent, received, and when it is stored.

4. Reservation of Rights. You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Company and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement. You are fully and solely responsible for any and all use of the Service via your username and password. Dwell at Home reserves the right to revoke or deactivate your username and password at any time and for any reason.

5. Collection and Use of Your Information. You acknowledge that when you download, install, or use the Application, Company may use automatic means (including, for example, cookies and web beacons) to collect information about your Mobile Device and about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Application or certain of its features or functionality, and the Application may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with this Application is subject to our Privacy Policy found here: https://dwellathome.com/wp-content/uploads/Dwell-at-Home-Privacy-Policy_V1.4-1.pdf. By downloading, installing, using, and providing information to or through this Application, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

6. User-Generated Content

(a) Users of the Services may be permitted to upload, post or transmit (such as via a stream) or otherwise make available content through the Services (“User Content”). User Content has not been verified or approved by us.

(b) Whenever you access or use a feature that allows you to upload or transmit User Content through the Services (including via certain third party social media platforms such as Instagram, Facebook, YouTube, Twitter), or to make contact with other users of the Services, you must comply with the standards of this Agreement. You warrant that any such contribution does comply with the Agreement, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

(c) Any User Content will be considered non-confidential and non-proprietary. You must not post any User Content on or through the Services or transmit to us any User Content that you consider to be confidential or proprietary. When you submit User Content through the Services, you agree and represent that you own that User Content, or you have received all necessary permissions, clearances from, or are authorized by, the owner of any part of the content to submit it to the Services, to transmit it from the Services to other third party platforms, and/or adopt any third party content.

(d) You or the owner of your User Content still own the copyright in User Content sent to us, but by submitting User Content via the Services, you hereby grant us an unconditional irrevocable, non-exclusive, royalty-free, fully transferable, perpetual worldwide licence to use, modify, adapt, reproduce, make derivative works of, publish and/or transmit, and/or distribute and to authorise other users of the Services and other third-parties to view, access, use, download, modify, adapt, reproduce, make derivative works of, publish and/or transmit your User Content in any format and on any platform, either now known or hereinafter invented.

(e) You further grant us a royalty-free license to use your user name, image, voice, and likeness to identify you as the source of any of your User Content; provided, however, that your ability to provide an image, voice, and likeness may be subject to limitations due to age restrictions.

(f) For the avoidance of doubt, the rights granted in the preceding paragraphs of this Section include, but are not limited to, the right to reproduce sound recordings (and make mechanical reproductions of the musical works embodied in such sound recordings), and publicly perform and communicate to the public sound recordings (and the musical works embodied therein), all on a royalty-free basis. This means that you are granting us the right to use your User Content without the obligation to pay royalties to any third party, including, but not limited to, a sound recording copyright owner (e.g., a record label), a musical work copyright owner (e.g., a music publisher), a performing rights organization (e.g., ASCAP, BMI, SESAC, etc.) (a “PRO”), a sound recording PRO (e.g., SoundExchange), any unions or guilds, and engineers, producers or other royalty participants involved in the creation of User Content.

(g) Waiver of Rights to User Content. By posting User Content to or through the Services, you waive any rights to prior inspection or approval of any marketing or promotional materials related to such User Content. You also waive any and all rights of privacy, publicity, or any other rights of a similar nature in connection with your User

Content, or any portion thereof. To the extent any moral rights are not transferable or assignable, you hereby waive and agree never to assert any and all moral rights, or to support, maintain or permit any action based on any moral rights that you may have in or with respect to any User Content you Post to or through the Services.

(h) We also have the right to disclose your identity to any third party who is claiming that any User Content posted or uploaded by you to our Services constitutes a violation of their intellectual property rights, or of their right to privacy.

(i) We, or authorized third parties, reserve the right to cut, crop, edit or refuse to publish, your content at our or their sole discretion. We have the right to remove, disallow, block or delete any posting you make on our Services if, in our opinion, your post does not comply with the content standards set out at “Your Access to and Use of Our Services” above. In addition, we have the right – but not the obligation – in our sole discretion to remove, disallow, block or delete any User Content (i) that we consider to violate these Terms, or (ii) in response to complaints from other users or third parties, with or without notice and without any liability to you. As a result, we recommend that you save copies of any User Content that you post to the Services on your personal device(s) in the event that you want to ensure that you have permanent access to copies of such User Content. We do not guarantee the accuracy, integrity, appropriateness or quality of any User Content, and under no circumstances will we be liable in any way for any User Content.

(j) We accept no liability in respect of any content submitted by users and published by us or by authorised third parties.

7. Content and Services. The Application may provide you with access to Company's website located at www.dwellathome.com (the "**Website**") and products and services accessible thereon, and certain features, functionality, and content accessible on or through the Application may be hosted on the Website (collectively, "**Content and Services**"). Your access to and use of such Content and Services are governed by Website's Terms of Use and Privacy Policy located at https://dwellathome.com/wp-content/uploads/Dwell-at-Home-Terms-of-Service_V1.4.pdf or <https://dwellathome.com/wp-content/uploads/DAH-Platform-Terms-of-Service-09.03.2021.docx> -1.pdf (as applicable) and the Dwell at Home Privacy policy found here: https://dwellathome.com/wp-content/uploads/Dwell-at-Home-Privacy-Policy_V1.4-1.pdf, which are incorporated herein by this reference. Your access to and use of such Content and Services may require you to acknowledge your acceptance of such Terms of Use and Privacy Policy and/or to register with the Website, and your failure to do so may restrict you from accessing or using certain of the Application's features and functionality. Any violation of such Terms of Use will also be deemed a violation of this Agreement.

8. Confidentiality. In using the Service, you may have access to confidential information of Dwell at Home and its users, customers, licensors and suppliers (“Confidential Information”) that may include, but is not limited to, protected health information, software, codes, technology, logic, techniques, formats, tools, designs, concepts, methods, processes, ideas,

functional specifications, technical materials and information, and related documentation. You agree to maintain and safeguard vigilantly the privacy and security of all Confidential Information including protected health information which shall be safeguarded as required by the Health Information Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health (“HITECH”) Act. You shall implement and maintain appropriate administrative, physical, technical, and procedural safeguards to protect the confidentiality, integrity, and availability of all Confidential Information, to protect against reasonably anticipated threats or hazards, and to prevent use or disclosure of Confidential Information accessed through the Service other than as permitted by this Agreement or required by law. Such safeguards shall comply with all applicable federal, state, and local requirements and with security measures and controls that may be required from time to time by Dwell at Home and its licensors and suppliers. Without limiting the foregoing, you agree to undertake all necessary measures to ensure the privacy and security of all Confidential Information including without limitation: (i) to use the Service and the Confidential Information only as needed to perform your responsibilities as a caregiver; (ii) not to access, use or disclose any Confidential Information that you have no legitimate authorization to access, use or disclose; (iii) to restrict physical and system access to the equipment which contains Confidential Information or which gives access to the Service (such as by diligently locking and monitoring office premises and requiring password verification to gain access to desktop computers); and (iv) implementing all required policies and procedures to ensure compliance with applicable state law. You immediately shall notify, and cooperate fully with Dwell at Home in the event you discover or suspect: (a) any unauthorized use of or access to the Service; (b) any inappropriate use or disclosure of information contained in or obtained through the use of the Service; or (c) the recognition or introduction of any viruses, worms, trojan horses and other destructive items.

9. DMCA Notice. The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials appearing on this Web site infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. In addition, if you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet statutory requirements imposed by the DMCA. One place to find more information is the U.S. Copyright Office Website, currently located at <http://www.loc.gov/copyright>. In accordance with the DMCA, Dwell at Home has designated an agent to receive notification of alleged copyright infringement in accordance with the DMCA. Any written Notification of Claimed infringement should comply with Title 17, United States Code, Section 512(c)(3)(A) and should be provided in writing c/o Dwell at Home, 1500 1st Ave N, Birmingham, AL 35203 Please note: If you materially misrepresent that online material, product, or activity is infringing your copyrights, you may be liable for damages (including court costs and attorneys’ fees) and could be subject to criminal prosecution for perjury. We suggest that you consult your legal advisor before filing a notice or counter-notice.

10. Geographic Restrictions. The Content and Services are based in the United States and provided for access and use only by persons located in the United States. You acknowledge

that you may not be able to access all or some of the Content and Services outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the Content and Services from outside the United States, you are responsible for compliance with local laws.

11. Updates. Company may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the internet either:

- (a) the Application will automatically download and install all available Updates; or
- (b) you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

12. Third-Party Materials. The Application may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising ("**Third-Party Materials**"). You acknowledge and agree that Company is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

13. Term and Termination.

- (a) The term of Agreement commences when you download, install, or use the Application and will continue in effect until terminated by you or Company as set forth in this **13**.
- (b) You may terminate this Agreement by deleting the Application and all copies thereof from your Mobile Device.
- (c) Company may terminate this Agreement at any time without notice in its sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

- (d) Upon termination:
 - (i) all rights granted to you under this Agreement will also terminate; and
 - (ii) you must cease all use of the Application and delete all copies of the Application from your Mobile Device and account.
- (e) Termination will not limit any of Company's rights or remedies at law or in equity.

14. Disclaimer of Warranties. THE APPLICATION IS PROVIDED TO END USER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

15. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES FOR:

- (a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.

(b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

16. Indemnification. You agree to indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of this Agreement, including but not limited to the content you submit or make available through this Application.

17. Export Regulation. The Application may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Application available outside the US.

18. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

19. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Application shall be instituted exclusively in the federal courts of the United States or the courts of the State of Alabama in each case located in Birmingham, Alabama. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

20. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

21. Entire Agreement. This Agreement, the Terms of Service, and our Privacy Policy constitute the entire agreement between you and Company with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

22. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.