

Terms of Use

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These Terms of Use (these “Terms”) apply to the website located at truespangroup.com including any content, functionality, products, services, and mobile applications offered on or through the website (collectively the “Site”) operate TrueSpan Group family of companies, including its affiliates, subsidiaries and related entities (“Company,” “we,” “us,” or “our”). Your access and use of the Site is governed by these Terms, whether as a guest or registered user.

PLEASE READ THESE TERMS CAREFULLY BEFORE YOU ACCESS OR USE THE SITE. BY USING THE SITE [OR BY CLICKING TO ACCEPT OR AGREE TO THESE TERMS WHEN THIS OPTION IS MADE AVAILABLE TO YOU], YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS AND ACKNOWLEDGE OUR [PRIVACY NOTICE](#), INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS OR OUR PRIVACY PRACTICES AS DESCRIBED IN OUR PRIVACY NOTICE, YOU MUST NOT ACCESS OR USE THE SITE.

THE SITE IS CONTROLLED AND/OR OPERATED FROM THE UNITED STATES AND IS INTENDED ONLY FOR INDIVIDUALS RESIDING IN THE UNITED STATES. THE SITE IS NOT INTENDED TO SUBJECT US TO NON-U.S. JURISDICTION OR LAWS. THE SITE IS FOR PERSONAL USE ONLY AND IS NOT INTENDED FOR BUSINESS SALES OR BUSINESS USE. We do not in any way imply that the Site is available or intended for use outside the United States or in jurisdictions in which we are not licensed to do business or that we are soliciting business in any such jurisdiction. If you access or use the Site from outside of the United States, you do so at your own risk, and you are responsible for complying with all local laws, rules, and regulations in your jurisdiction. We may, in our sole discretion, at any time, limit the Site’s availability, in whole or in part, to any person, geographic area, or jurisdiction we choose.

1. **Ability to Enter into These Terms.** The Site is offered and available to users who are 18 years of age or older and reside in the United States. By using the Site, you represent and warrant that you are of legal age to form a binding contract with the Company and have the authority to bind yourself to these Terms. If you do not meet all of these requirements, you must not access or use the Site.

2. **Access and Use of the Site.** You may use the Site to access information and materials solely for informational or personal purposes. The information and materials on the Site are not offered as legal, accounting, or other professional advice and are not tailored to your specific circumstances. The information and materials on the Site may occasionally be inaccurate, incomplete, or out of date, and we make no representation as to the completeness, accuracy, or currentness of any such information or materials. References to any of our affiliated companies' products or services are not intended to constitute offers to sell or solicitations in connection with any of our own products or services. ANY RELIANCE YOU PLACE ON THE INFORMATION OR MATERIALS PROVIDED ON THE SITE IS STRICTLY AT YOUR OWN RISK. COMPANY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY ARISING FROM ANY RELIANCE PLACED ON THE SITE BY YOU OR ANY OTHER VISITOR TO THE SITE OR BY ANYONE WHO MAY BE INFORMED OF ANY OF THE SITE'S CONTENTS.
3. **Rate Quotes.** We operate and control the Site from our office in Lees Summit, Missouri, United States. By completing a rate quote request on the Site, you are confirming that you are not a resident of any non-US jurisdiction. By providing a quote on the Site, we do not in any way promise that the quote or products will be or remain available to you or that you will qualify for the quote or products we offer.
4. **Products and Services on the Site.** Some of our products and/or services may not be available in all jurisdictions. If you are interested in a particular product or service listed on the Site, please contact us to determine if the service or product is available in your jurisdiction.
5. **Privacy Notice.** Company may monitor your use of the Site and may use and disclose any information and materials received from you or collected through your access or use of the Site for any lawful reason or purpose. Please review our [Privacy Notice](#) with regard to the collection and use of your information. Our Privacy Notice is expressly incorporated into these Terms by reference. Other policies accessible through the Site also apply to your access and use of the Site, as such policies may be amended from time to time.
6. **Restrictions.** Failure to comply with this Section 6 may result in termination of your access or use of the Site pursuant to Section 19 below. While using the Site, you agree that you will not do the following:
 - a. Violate any applicable laws, rules, or restrictions.
 - b. Create a database by systematically downloading and storing Site content.

- c. Disable any licensing or control features of the Site.
- d. Frame or mirror any part of the Site without our express prior written consent.
- e. Impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Site, or express or imply that we endorse any statement you make.
- f. Interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available, or violate any requirements, procedures, policies, or regulations of such networks.
- g. Merge the Site with another program or create derivative works based upon the Site or any part thereof.
- h. Modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Site.
- i. Remove any copyright, trademark, or other proprietary rights notice from the Site or materials originating from the Site.
- j. Reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Site.
- k. Restrict or inhibit any other person from using the Site (including, without limitation, by hacking or defacing any portion of the Site).
- l. Transmit or otherwise make available in connection with the Site any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment.
- m. Use the Site for any fraudulent or unlawful purpose.

- n. Use the Site to defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others including, without limitation, others' privacy rights or rights of publicity or harvest or collect personally identifiable information about other users of the Site.
- o. Use any robot, spider, site search/retrieval application, or other manual or automatic device to retrieve, index, "scrape," "data mine," or in any way gather Site content or reproduce or circumvent the navigational structure or presentation of the Site without our express prior written consent. Notwithstanding the foregoing, we grant the operators of public online search engines limited permission to use search retrieval applications to reproduce materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of such materials solely in connection with each operator's public online search service.

7. Access to Account-Only Areas. Certain features of the Site may require registration and creation of an account, including a username and password ("Account"). Access to and use of Member-only, password-protected areas of the Site is restricted to Members and other authorized users only. Unauthorized use of or access to Accounts or the Site is strictly prohibited. By creating an Account, you agree that:

- a. We may reject or require that you change any Account information that you provide to us at or after registration.
- b. We are entitled to act on instructions provided to us under your user ID and password.
- c. We are not liable for any unauthorized access to your Account.
- d. You will keep your Account username and password confidential, and you will notify us immediately if you believe someone else has obtained such information or otherwise gained or may gain any unauthorized access to the Site.
- e. We may block access to the Site without prior notice if we believe your username and password are being used by someone other than

you, if any unauthorized access to your personal information has occurred or may occur, or for other reasons in our discretion.

- 8. Additional Terms.** Certain parts or features of the Site may be subject to additional terms and conditions that are not expressly stated in these Terms, such as areas of the Site where payments are collected from you (collectively, “Additional Terms”). You agree to comply with such Additional Terms that apply to your use of the applicable parts or features of the Site. In case of any conflict between these Terms and Additional Terms, the Additional Terms will control.
- 9. Insurance Policies.** You may have entered into one or more pre-existing insurance policies with us (“Insurance Policies”). TO THE EXTENT THAT YOU HAVE ONE OR MORE INSURANCE POLICIES WITH US, YOU AGREE TO ABIDE BY SUCH INSURANCE POLICIES WITH RESPECT TO THE PURCHASE OF INSURANCE PRODUCTS OR SERVICES FROM COMPANY, EVEN IF SUCH INSURANCE PRODUCT OR SERVICE IS REFERENCED OR ADVERTISED ON THE SITE. IN THE EVENT OF A CONFLICT BETWEEN ANY INSURANCE POLICY AND THESE TERMS, YOUR INSURANCE POLICY PURCHASED FROM US SHALL GOVERN AND CONTROL.
- 10. Third-Party Websites.** The Site may provide links to third party websites and resources that are not maintained by us (“Third-Party Websites”). We are not responsible for such Third-Party Websites, and we make no warranties or representations about the content therein. We recommend that you read the privacy notices and user agreements of the Third-Party Websites you visit. We are not and will not be responsible for (a) the terms and conditions of any transaction between you and any such Third-Party Websites; (b) any insufficiency of or problems with any such Third-Party Websites’ background, insurance, credit, or licensing; (c) the quality of products or the services offered or advertised by Third-Party Websites; or (d) any other legal liability arising out of or related to your transactions in connection with Third-Party Websites. YOUR USE OF THIRD-PARTY WEBSITES IS AT YOUR OWN RISK. IN THE EVENT YOU HAVE A DISPUTE WITH ANY THIRD-PARTY WEBSITES, YOU AGREE TO RELEASE US AND OUR AFFILIATES, SUBSIDIARIES, RELATED ENTITIES, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. If you are a California resident, you waive the California Civil Code 1542, which says: “A general

release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

11. Intellectual Property Rights. The trademarks and service marks on the Site include, without limitation, the TrueSpan logo and any associated trademarks, service marks, and logos. All trademarks, service marks, information, and materials on the Site are owned by us and or our respective licensors and suppliers, and may be protected by copyright, trademark, patent, and/or other proprietary rights and laws. Nothing contained on the Site should be construed as granting any license or right to use any trademarks or service marks without the express prior written consent of the owner. Except as expressly authorized in advance by us, you agree not to reproduce, modify, rent, lease, loan, sell, distribute or create derivative works based on all or any part of the Site or any information or materials made available through the Site. UNAUTHORIZED USE OF ANY PART OF THE SITE, INCLUDING, WITHOUT LIMITATION, ANY SOFTWARE USED BY THE SITE, MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES (INCLUDING, WITHOUT LIMITATION, POSSIBLE MONETARY DAMAGES), INCLUDING, WITHOUT LIMITATION, FOR COPYRIGHT INFRINGEMENT.

12. Information You Submit. You agree that all information and materials you provide to us, including personal information (collectively, “User Content“), is true, accurate, and complete, and you will maintain and update such information regularly. If you provide to us or choose to make any User Content publicly available on the Site, you do so at your own risk. You agree and acknowledge that Company may disclose User Content if Company determines that: (a) disclosure is necessary to enforce these Terms, respond to claims that any User Content violates the rights of third parties, or protect the rights, property, or personal safety of Company, its users, and the public; or (b) appropriate legal process requires disclosure. Without limiting the generality of the foregoing, you authorize Company to include User Content in a searchable format that may be accessed by users of the Site and Third-Party Websites (as defined in Section 10), provided, however, that Company shall have no liability for User Content that can be public and visible on the Site, Third-Party Websites, or search engines, including after deletion of such User Content by you or Company. YOU UNDERSTAND AND AGREE THAT COMPANY WILL HAVE NO LIABILITY OR

RESPONSIBILITY TO YOU OR ANY THIRD PARTY IN CONNECTION
WITH ANY USER CONTENT.

13. Mobile App Users.

(a) Mobile App Users. Any mobile application (“App”) we provide is designed to work on compatible iOS and Android mobile devices and is generally available through third-party mobile stores (i.e., Apple’s App Store or the Google Play Store (each an “App Store”). If you are accessing the Site through an App, you agree that you will read each App Store’s terms and conditions that apply to your use of the App. You agree that only your mobile service carrier or Internet service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your mobile device directly with your carrier or provider without involving us.

(b) Terms Specific to Apple Mobile Devices. If you are accessing or using the App on any Apple mobile device, the following additional terms and conditions are applicable to you and are incorporated into these Terms by this reference:

(i) To the extent that you are accessing the App through an Apple mobile device, you acknowledge that these Terms are entered into between you and Company, and that Apple, Inc. (“Apple”) is not a party to these Terms other than as a third-party beneficiary as contemplated below.

(ii) Company in its sole discretion will determine when the App will be available on any Apple mobile device, and reference to any device in these Terms shall not guarantee that Company will launch the App on any or all of the Apple mobile devices.

(iii) When accessing and/or using the Site via the App, the rights granted to you in Section 2 of these Terms is subject to the permitted “Usage Rules” set forth in the App Store Terms of Service located at <http://www.apple.com/legal/itunes/us/terms.html>

and any third party terms of agreement applicable to the App. You are also subject to the Apple App Store Terms of Services, which you also acknowledge that you have had the opportunity to review.

- (iv) You acknowledge that Company, and not Apple, is responsible for providing the App and content thereof.
- (v) As between Company and Apple, Company is solely responsible for providing any maintenance and support services with respect to the App that Company may offer (which, if provided, is provided at Company's sole discretion). You acknowledge that Apple has no obligation whatsoever to furnish maintenance or support services with respect to the App.
- (vi) You and Company acknowledge that Company, not Apple, is responsible for addressing any of your claims or any third-party claims relating to the App or your possession and/or use of the App, including, but not limited to, (1) product liability claims; (2) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation.
- (vii) Further, you agree that if the App or your possession and use of the App infringes a third party's intellectual property rights, Company, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim, but only to the extent it relates to your use of the App.
- (viii) With respect to this Section 13(b) only, you acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.

(ix) When using the App, you agree to comply with any and all third-party terms that are applicable to any platform, website, technology, or service that interacts with the App. You may not use the App on a device that has firmware or software configuration that has not been authorized by Apple (“jailbroken”) device.

(x) TO THE EXTENT ANY WARRANTY REGARDING THE APP ARISES BY LAW OR HAS NOT BEEN DISCLAIMED UNDER THESE TERMS, COMPANY, AND NOT APPLE, IS SOLELY RESPONSIBLE FOR SUCH WARRANTY. IF YOU ARE A CUSTOMER OF THE SITE AND IF THE APP FAILS TO CONFORM TO SUCH WARRANTY, YOU MAY NOTIFY APPLE, AND APPLE WILL REFUND THE PURCHASE PRICE (IF ANY) PAID FOR THE LICENSE TO THE APP. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE APP, AND ANY OTHER CLAIMS, LOSS, LIABILITIES, DAMAGES, COSTS, OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO THE WARRANTY IS COMPANY’S SOLE RESPONSIBILITY.

(c) Terms Specific to Android Mobile Devices. If the App is provided to you through Google, Inc.’s (Google, Inc. together with all of its affiliates, “Google”) Google Play Store, the following terms and conditions are applicable to you and are incorporated into these Terms by this reference:

(i) You acknowledge that Google is not responsible for providing support services for the App.

(ii) If any of the terms and conditions in this Agreement are inconsistent with the Google Play Development Distribution Agreement (the current version as of the date of these Terms is located at:

<https://play.google.com/about/developer-distribution-agreement.html>). The terms and conditions of

Google's Google Play Developer Distribution Agreement will apply to the extent of such inconsistency or conflict.

14. **Indemnity.** Except as prohibited under applicable law, you agree to defend, indemnify, and hold harmless us and all our affiliates, officers, directors, owners, agents, employees, information providers, subsidiaries, related entities, licensors, and licensees from and against all liabilities, claims, losses, costs, and expenses (including attorneys' fees) arising out of (a) your use of, or activities in connection with, the Site or (b) any violation of these Terms by you. You shall cooperate as fully as reasonably required in the defense of any claim. Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, and you shall not in any event settle any matter without the prior express written consent of Company.
15. **Disclaimer.** WE DO NOT GUARANTEE THAT THE SITE WILL BE SECURE OR THAT ANY ACCESS OR USE OF THE SITE WILL BE UNINTERRUPTED. THE SITE AND ALL PRODUCTS, SERVICES, INFORMATION, AND MATERIALS MADE AVAILABLE ON OR THROUGH THE SITE ARE PROVIDED TO YOU "AS IS" WITHOUT ANY EXPRESS REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND WE DISCLAIM ALL STATUTORY OR IMPLIED REPRESENTATIONS, WARRANTIES, TERMS, AND CONDITIONS WITH RESPECT TO THE SITE, INCLUDING THE REPRESENTATIONS AND WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND TITLE. WE MAKE NO REPRESENTATION OR WARRANTY THAT THE SITE (OR ANY PART THEREOF) WILL BE ACCURATE, COMPLETE, OR ERROR-FREE, NOR THAT ANY PARTICULAR SOFTWARE OR HARDWARE WILL BE COMPATIBLE WITH THE SITE. YOU HEREBY ACKNOWLEDGE AND AGREE THAT IT IS YOUR SOLE RESPONSIBILITY TO (A) OBTAIN AND PAY FOR ANY SOFTWARE, HARDWARE, AND SERVICES (INCLUDING INTERNET CONNECTIVITY) NEEDED TO ACCESS AND USE THE SITE AND (B) ENSURE THAT ANY SOFTWARE, HARDWARE, AND SERVICES THAT YOU USE WILL FUNCTION CORRECTLY WITH THE SITE. YOU AGREE THAT YOU MUST EVALUATE, AND THAT YOU BEAR ALL RISKS ASSOCIATED WITH YOUR ACCESS AND USE OF THE SITE, INCLUDING ANY RELIANCE ON THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION OR MATERIALS MADE

AVAILABLE ON OR THROUGH THE SITE, INCLUDING VIA THIRD-PARTY WEBSITES.

- 16. Limitation of Liability.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR ACCESS OR USE OF THE SITE OR FROM ANY INFORMATION OR MATERIALS ON THE SITE. FURTHER, WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND IN CONNECTION WITH THE SITE, NOR FOR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA, LOSS OF OTHER INTANGIBLES, LOSS OF INFORMATION YOU HAVE PROVIDED TO US, OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, EVEN IF ADVISED IN ADVANCE OF SUCH DAMAGES OR LOSSES. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP ACCESSING AND/OR USING THE SITE. OUR MAXIMUM LIABILITY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH THE SITE AND THESE TERMS, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE SHALL BE \$100 (ONE HUNDRED DOLLARS).
- 17. Governing Law and Venue.** You hereby agree that these Terms (and any claim or dispute arising in connection with these Terms or your use of the Site) is governed by and shall be construed in accordance with the laws of the State of California, United States, without regard to its principles of conflicts of law, and you consent to the exclusive jurisdiction of the federal and state courts located in Orange County, California, United States, and waive any jurisdictional, venue, or inconvenient forum objections thereto.
- 18. Dispute Resolution:** Prior to commencing, joining, or being joined (as either an individual litigant or the member of a class) to any judicial action that asserts a claim arising from, relating to, or in connection with these Terms or your use of the Site, you agree to provide, in writing to the address listed below, notice of the claim. You further agree to include with that notice, your name, a way in which Company can contact you (i.e., address, telephone number, email address, etc.), a description of your claim, and any documentation in your possession supporting your claim. You also agree to provide Company no fewer than 30 days from the date received of your

claim to resolve it, whether by taking corrective action or compensating you for your alleged damages.

Address to Send Your Claim: Attention: TrueSpan Group - Head of Litigation. {{company address}}

YOU AGREE THAT PROVIDING NOTICE OF YOUR CLAIM TO COMPANY AND ALLOWING COMPANY AT LEAST 30 DAYS TO ATTEMPT TO RESOLVE YOUR CLAIM IS A CONDITION PRECEDENT TO YOUR COMMENCING, JOINING, OR BEING JOINED TO ANY JUDICIAL ACTION AGAINST COMPANY, AS EXPLAINED ABOVE.

19. **Class Action Waiver:** If, after having provided Company notice of your claim and at least 30 days to resolve it, you and Company have still not reached a resolution and if your claim exceeds \$1,000, you agree to waive your right to bring or participate in a class action or other representative proceeding with respect to your claim.

20. **Termination.** These Terms are effective until terminated by you or Company. You may terminate your Account at any time by contacting Company. In addition, Company, in its sole discretion, may terminate your right to access or use the Site or your Account (including any files or information associated with your username and password in your Account) for any reason without prior notice to you, including, but not limited to, (a) if you breach any provision of these Terms; or (b) if you violate any applicable law(s). You acknowledge and agree that Company will not be liable to you or any third party for any termination of your access or use of the Site or your Account. If we terminate your access or use of the Site, you will not have the right to bring claims against us or our affiliates, subsidiaries or related entities with respect to such termination. We and our affiliates, subsidiaries and related entities shall not be liable for any termination of your access or use of the Site or to any such information or files (except as may be required under mandatory applicable law) and shall not be required to make such information or files available to you after any such termination. We may take steps that we believe are appropriate to enforce or verify compliance with any part of these Terms (including our right to cooperate with any legal process relating to your access or use of the Site or any third-party claim that your use of the Site is unlawful or infringes such third party's rights). Any such termination will automatically terminate all rights and licenses granted to you under these Terms, including all rights to access or use the Site. In

the event of any termination, all provisions of these Terms whose meaning requires them to survive will accordingly survive (including indemnity and limitation of liability, for example).

21. Changes to these Terms. We may change these Terms from time to time by posting the revised version on the first page of these Terms. The date of any changes to the Terms will be effective as of the “Last Updated” notice above, provided that these changes will be prospective only and not retroactive. By continuing to access or use the Site after such changes are posted, you agree to accept those changes. In certain cases, we may also provide a link to such changes or a summary of changes to these Terms via a channel such as an email to your email address on file with us. You agree that a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings, based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. ACCORDINGLY, EACH TIME YOU SIGN INTO OR OTHERWISE ACCESS OR USE THE SITE, YOU ARE ENTERING INTO A NEW AGREEMENT WITH US ON THE THEN APPLICABLE TERMS AND YOU AGREE THAT YOUR ACCESS AND USE OF THE SITE AFTER SUCH NEW TERMS HAVE BEEN POSTED CONSTITUTES YOUR AGREEMENT TO THE NEW TERMS FOR YOUR NEW ACCESS AND USE OF THE SITE. If you do not agree to the changes, you should not access or use the Site or any services offered through the Site after the effective date of the changes. Please revisit these Terms regularly to ensure that you stay informed of any changes.

22. Miscellaneous.

(a) These Terms do not create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and us. If any provision of these Terms is found to be unenforceable, that provision will not affect the validity and enforceability of any other provision. You may not assign, transfer, or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. These Terms hereby incorporate by this reference any additional terms that we post on the Site

(including, without limitation, our [Privacy Notice](#)) and, except as otherwise expressly stated herein, this Agreement is the entire Agreement between you and us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and us relating to such subject matter. Notices to you may be made via posting to the Site, by email, other means, or by regular mail, in our discretion. You consent to receive email, phone, and text communications. We will not be responsible for failure to fulfill any obligation due to causes beyond our control.

23. Contact Us. If you have any questions regarding this Site or these Terms, please contact us at Attention:

TrueSpan Group - Head of Legal, Technology & Finance, {{company address}}