

BIOZONE TERMS OF USE

1 APPLICATION OF TERMS OF USE

- 1.1 These Terms of Use apply to the use of the BIOZONE Service (including the Online Materials) (as those terms are defined below). If you are a Student under 13 years old, you must first get your parent or guardian's permission to use the BIOZONE Service and to agree to these Terms of Use.
- 1.2 By clicking on [*I agree*] or accessing and using the BIOZONE Service or the Online Materials you (whether you are a Student, parent or guardian, or other person) agree to these Terms of Use, and:
 - a if you are a Student, that you have your parent or guardian's permission as required; or
 - b if you are a parent or guardian of a Student, that you will ensure your child's compliance with these Terms of Use.
- 1.3 If you are a Student, your access and use of the BIOZONE Service is dependent on your School's continued rights of access and use of the BIOZONE Service. If your School's rights of access and use to the BIOZONE Service terminate or expire, your rights of access and use will automatically terminate unless otherwise agreed in writing with BIOZONE or its authorised representative. BIOZONE will have no liability to you or any other person if your rights of access and use terminate as a result of your School's rights of access and use of the BIOZONE Service terminating or expiring.
- 1.4 If you do not agree to these Terms of Use, or do not have any required permission, you are not authorised to access and use the BIOZONE Service, and you must immediately stop doing so.

2 CHANGES

- 2.1 BIOZONE may change these Terms of Use by updating them on the Website and/or notifying you by email. Unless stated otherwise, any change takes effect from the date specified on the Website or in the email (as applicable). You are responsible for ensuring you are familiar with the latest Terms of Use. By continuing to access and use the BIOZONE Service or the Online Materials, you agree to be bound by the changed Terms of Use.
- 2.2 **These Terms of Use were last updated on 15 July 2020.**

3 INTERPRETATION

3.1 **Definitions:** In these Terms of Use, the following terms have the stated meaning:

Term	Meaning
Agreement	The agreement between BIOZONE and you, governed by these Terms of Use.
Academic Year	In relation to the Northern hemisphere means 1 July to 30 June; and in relation to the Southern hemisphere means 1 January to 31 December.
BIOZONE	BIOZONE International Limited, a New Zealand registered company, company number 901079.
BIOZONE Service	the online services provided by BIOZONE via the Website, that enable a School and its Students to access and use selected Online Materials.
Confidential Information	any information that is not public knowledge and that is obtained from the other party in the course of, or in connection with, these Terms of Use. BIOZONE's Confidential Information includes Intellectual Property owned by BIOZONE (or its licensors).
Data	all data, content, and information (including Personal Information) owned, held, used or created by you or on your behalf, which is stored using, or input into, the BIOZONE Service.
Force Majeure	an event that is beyond the reasonable control of a party, excluding: <ul style="list-style-type: none"> <li data-bbox="699 1621 1417 1733">▲ an event to the extent that it could have been avoided by a party taking reasonable steps or reasonable care; or <li data-bbox="699 1774 1417 1805">▲ a lack of funds for any reason.
Intellectual Property Rights	includes copyright and all rights in any jurisdiction conferred under statute, common law or equity relating to inventions (including patents), registered and unregistered trade marks and designs, circuit layouts, data and

Term	Meaning
	databases, confidential information, know how, and all other rights resulting from intellectual activity. Intellectual Property has a consistent meaning, and includes any enhancement, modification or derivative work of the Intellectual Property.
Objectionable	includes being objectionable, defamatory, obscene, harassing, threatening, potentially harmful or unlawful in any way.
Online Materials	the online educational materials and any related materials made available by BIOZONE via the Website as part of the BIOZONE Service.
Personal Information	information about an identifiable individual.
Privacy Law	any applicable privacy or data protection legislation governing the collection, storage, use and disclosure of Personal Information.
Privacy Policy	BIOZONE's privacy policy, available at https://biozone.academy/local/pages/privacypolicy
School	the educational institution authorised to use the BIOZONE Service, of which you are a student.
Start Date	the date of acceptance of these Terms of Use under clause 1.2.
Students	student of the School.
Support Services	<p>means:</p> <ul style="list-style-type: none"> ▲ telephone and email support in the form of consultation, assistance and advice; and ▲ reasonable efforts to assist in the resolution of the issue (taking into account the nature and severity of the issue), <p>as may be further described on the Website, but excludes training of any person.</p>

Term	Meaning
Terms of Use	these terms of use, as may be updated from time to time by BIOZONE.
Underlying Systems	the software, IT solutions, systems and networks (including software and hardware) used to provide the BIOZONE Service, including any third party solutions, systems and networks.
Website	the internet site at https://biozone.academy
Year	<p>in relation to:</p> <ul style="list-style-type: none"> ▲ the first Year of the Agreement, means a period (of 12 months or less) starting on the Start Date and ending on the expiry of the first Academic Year; and ▲ subsequent Years of the Agreement, means an Academic Year.
you	the person entering into these Terms of Use and/or the person accessing and using the BIOZONE Service, as the context requires.

3.2 Interpretation: In these Terms of Use:

- a clause and other headings are for ease of reference only and do not affect the interpretation of these Terms of Use;
- b words in the singular include the plural and vice versa;
- c a reference to:
 - i a **party** to these Terms of Use includes that party's permitted assigns;
 - ii **personnel** includes officers, employees, contractors and agents;
 - iii a **person** includes an individual, a body corporate, an association of persons (whether corporate or not), a trust, a government department, or any other entity;
 - iv **including** and similar words do not imply any limit; and
 - v a statute includes references to regulations, orders or notices made under or in connection with the statute or regulations and all amendments, replacements or other changes to any of them;

- d no term of these Terms of Use is to be construed against a party because the term was first proposed or drafted by that party; and
- e if there is any conflict between Section B and Section A of these Terms of Use, Section B prevails unless expressly stated otherwise in Section A.

4 TRIAL PERIOD

- 4.1 **Application of terms to trial:** Where the BIOZONE Service (whether or not also the Beta Version) is provided to your School for a free trial period, then these Terms of Use apply except to the extent varied in this clause 5.
- 4.2 **Trial period:** Access to the BIOZONE Service is provided to your School for a single period of only 14 days from the date at which your School takes up the fee trial (**Trial Period**).
- 4.3 **As is basis:** The BIOZONE Service is provided during the Trial Period on an *as is* basis, and, despite any other provision in these Terms of Use, all conditions, warranties, guarantees and indemnities in relation to the BIOZONE Service for the Trial Period are excluded by BIOZONE to the fullest extent permitted by law.
- 4.4 **No obligation:** Nothing in these Terms of Use imposes any obligation on BIOZONE to maintain any feature or part of the Online Materials or other aspect of the BIOZONE Service in any version of the BIOZONE Service or any other service.

5 SERVICES

- 5.1 **Aims:** BIOZONE's general aims are to:
 - a produce and provide high quality student and teacher resources for students in grades (years) 9-12;
 - b improve science education performance in schools across the world; and
 - c *excite, enrich, engage and empower* students to succeed in biology.
- 5.2 **Tool:** BIOZONE provides the Online Materials and other aspects of the BIOZONE Service solely to assist schools in their delivery of education to their students, and to assist students to receive the benefit of that education. The BIOZONE Service merely provides an additional tool to assist your School and you in achieving your educational goals. While BIOZONE takes care to provide Online Materials that are relevant to the stated curriculum, neither the Online Materials nor any other aspect of the BIOZONE Service is guaranteed to comply with any particular curriculum, or to enable you or your School to comply with any statutory or other mandated role or responsibility.
- 5.3 **General:** BIOZONE will provide the BIOZONE Service:
 - a in accordance with these Terms of Use and applicable law;
 - b exercising reasonable care, skill and diligence; and

- c using suitably skilled and experienced personnel.

5.4 Availability:

- a Subject to clause 5.4b, BIOZONE will use reasonable efforts to ensure the BIOZONE Service is available on a 24/7 basis and that the Support Services are available between Sunday to Thursday 1.30pm and 10.00pm Pacific Standard Time. However:
 - i BIOZONE relies partly on third party service providers to Underlying Systems and to help BIOZONE deliver the Services, including *Amazon Web Services* to provide IT infrastructure services, and Learning Works Limited to host the Website and provide storage of Website content. The availability and performance of any services and Underlying Systems provided by third party service providers is beyond the reasonable control of BIOZONE. BIOZONE makes no warranty or representation on the availability or performance of those third party Underlying Systems or services; and
 - ii it is possible that on occasion the BIOZONE Service may be unavailable to permit maintenance or other development activity to take place, or in the event of Force Majeure. BIOZONE will use reasonable efforts to publish on the Website advance details of any unavailability.
- b Through the use of web services and APIs, the BIOZONE Service interoperates with a range of third party service features. BIOZONE does not make any warranty or representation on the availability of those features. Without limiting the previous sentence, if a third party feature provider ceases to provide that feature or ceases to make that feature available on reasonable terms, BIOZONE may cease to make that feature available. To avoid doubt, if BIOZONE exercises its right to cease the availability of a third party feature, you are not entitled to any compensation.

5.5 Non-exclusive: BIOZONE's provision of the BIOZONE Service is non-exclusive. Nothing in these Terms of Use prevents BIOZONE from providing the BIOZONE Service to any other person.

6 YOUR OBLIGATIONS

6.1 General use: You must:

- a use the BIOZONE Service in accordance with these Terms of Use solely for your own School-related educational purposes; and
- b not resell, sublicense or make available the Online Materials or any other aspect of the BIOZONE Service to any third party (whether for payment or not), or otherwise exploit the BIOZONE Service.

6.2 Access conditions: In addition to your other obligations you must:

- a when using the BIOZONE Service:

- i use it only for lawful purposes;
- ii not impersonate another person or misrepresent authorisation to act on behalf of others or BIOZONE; and
- iii correctly identify the sender of all electronic transmissions;
- b not attempt to undermine the security or integrity of the Underlying Systems;
- c not use, or misuse, the BIOZONE Service in any way which may impair the functionality of the Underlying Systems or impair the ability of any other person to use the BIOZONE Service;
- d not attempt to view, access or copy any material or data other than that to which you are authorised to access;
- e neither use the BIOZONE Service in a manner, nor transmit, input or store any Data, that breaches any third party right (including Intellectual Property Rights and privacy rights) or is Objectionable, incorrect or misleading;
- f not copy, translate, modify, make derivative works of, communicate, distribute or otherwise make available all or any part of the Online Materials or any other aspect of the BIOZONE Service except as is expressly permitted in these Terms of Use;
- g not decompile, reverse-engineer, or otherwise attempt to derive the source code of, any software comprising any part of the BIOZONE Service or the Underlying Systems except as is expressly permitted by any applicable law which cannot be excluded by these Terms of Use;
- h ensure the Online Materials and all other aspects of the BIOZONE Service are protected at all times from misuse, damage, destruction or any form of unauthorised use, copying or disclosure;
- i maintain all proprietary notices on the Online Materials or that appear elsewhere in the BIOZONE Service; and
- j not transfer, assign or otherwise deal with or grant a security interest in the BIOZONE Service or your rights under these Terms of Use.

6.3 **Specific restrictions:** Without limiting in any way your other obligations and restrictions under these Terms of Use, you must not, and must not permit any other person to:

- a reproduce all or any part of the Online Materials on any other website (including social media or file-sharing site); or
- b share, disclose or communicate the Online Materials to any individual or person who is not authorised to access and use them.

7 DATA

- 7.1 **Personal Information:** In accessing, collecting, holding, processing or distributing any Personal Information, BIOZONE will comply with:
- a Privacy Law;
 - b the Privacy Policy; and
- 7.2 **Student agreement to Privacy Policy:** You acknowledge and agree that BIOZONE may collect, use and disclose your Personal Information in accordance with these Terms of Use, Privacy Law, and the Privacy Policy.
- 7.3 **Other consents:** You are responsible for procuring all licences, authorisations and consents required for you to use, store and input Data into, and process and distribute Data through, the BIOZONE Service.
- 7.4 **Student Personal Information:** Without limiting clause 7.1, BIOZONE will not disclose, or use for its own purposes, your Personal Information other than:
- a to provide the BIOZONE Service and to perform its other obligations and exercise its rights under these Terms of Use; and
 - b as required by law (including as required by Privacy Law);
- 7.5 **Agent:** You acknowledge and agree that to the extent that Data contains Personal Information, in collecting, holding and processing that information through the BIOZONE Service, BIOZONE is acting as your agent for the purposes of any applicable Privacy Law.
- 7.6 **Backups of Data:** While BIOZONE will take standard industry measures to back up all Data stored using the BIOZONE Service, you must keep your own separate back-up copies of all Data uploaded onto, or generated using, the BIOZONE Service by you.
- 7.7 **International storage of Data:** You agree that BIOZONE may store Data (including any Personal Information) in secure servers in the United States of America and may access that Data (including any Personal Information) in those territories and New Zealand from time to time for the purpose of performing its obligations and exercising its rights under these Terms of Use and any applicable Privacy Law.
- 7.8 **Indemnity:** You indemnify BIOZONE against any liability, claim, proceeding, cost, expense (including the actual legal fees charged by BIOZONE's solicitors) and loss of any kind arising from any actual or alleged claim by a third party that any Data infringes the rights of that third party (including Intellectual Property Rights and privacy rights) or that the Data is Objectionable, incorrect or misleading.

8 SUPPORT SERVICES

8.1 **Support Services:** BIOZONE will provide you with the Support Services during its ordinary business hours (being *Sunday to Thursday, between 1.30pm and 10.00pm Pacific Standard Time*) on working days, provided you have:

- a complied with, and are continuing to comply with, these Terms of Use;
- b followed all reasonable guidance from BIOZONE (including any guidance or directions on the Website or in the Online Materials) in relation to the use of the BIOZONE Service and any requirements for the proper operating environment;
- c first used reasonable efforts to resolve the issue including by referring to any guidance on the Website or in the Online Materials; and
- d contacted BIOZONE via one of the means set out on the Website.

8.2 **Exclusions:** Nothing in these Terms of Use requires BIOZONE to provide Support Services where support is required as a result of:

- a the modification or alteration of the BIOZONE Service by any person other than BIOZONE; or
- b a breach of these Terms of Use by you, or a breach of any applicable terms by your School, including use of the Online Materials or BIOZONE Service in a manner or for a purpose not reasonably contemplated by these Terms of Use or not authorised in writing by BIOZONE.

9 INTELLECTUAL PROPERTY

9.1 **Ownership:**

- a Subject to clause 9.1b, title to, and all Intellectual Property Rights in, the BIOZONE Service, the Online Materials, the Website and all Underlying Systems is and remains the property of BIOZONE (and its licensors). You must not dispute that ownership or the validity of those Intellectual Property Rights.
- b As between us, title to, and all Intellectual Property Rights in, the Data (as between the parties) remains the property of you or your School. You grant BIOZONE a worldwide, non-exclusive, fully paid up, transferable, irrevocable licence to use, store, copy, modify, make available and communicate the Data for any purpose (subject always to BIOZONE's obligations to act in accordance with all applicable Privacy Law in relation to its handling of Personal Information) in connection with the exercise of its rights and performance of its obligations in accordance with these Terms of Use.

9.2 **Know-how:** To the extent not owned by BIOZONE, you grant BIOZONE a royalty-free, transferable, irrevocable and perpetual licence to use any know-how, techniques, ideas, methodologies, and similar Intellectual Property used by BIOZONE in the provision of the

BIOZONE Service for the purposes of providing the BIOZONE Service to you, your School and any other person.

9.3 **Feedback:** If you provide BIOZONE with ideas, comments or suggestions relating to the BIOZONE Service, (together **feedback**):

- a all Intellectual Property Rights in that feedback, and anything created as a result of that feedback (including new material, enhancements, modifications or derivative works), are owned solely by BIOZONE; and
- b BIOZONE may use or disclose the feedback for any purpose.

9.4 **Third party sites and material:** You acknowledge that the BIOZONE Service may link to third party websites or feeds that are connected or relevant to the BIOZONE Service. Any link from the BIOZONE Service does not imply any BIOZONE endorsement, approval or recommendation of, or responsibility for, those websites or feeds or their content or operators. To the maximum extent permitted by law, BIOZONE excludes all responsibility or liability for those websites or feeds.

10 CONFIDENTIALITY

10.1 **Security:** Each party must, unless it has the prior written consent of the other party:

- a keep confidential at all times the Confidential Information of the other party;
- b effect and maintain adequate security measures to safeguard the other party's Confidential Information from unauthorised access or use; and
- c disclose the other party's Confidential Information to its personnel or professional advisors on a *need to know* basis only and, in that case, ensure that any personnel or professional advisor to whom it discloses the other party's Confidential Information is aware of, and complies with, the provisions of clauses 10.1a and 10.1b.

10.2 **Permitted disclosure:** The obligation of confidentiality in clause 10.1a does not apply to any disclosure or use of Confidential Information:

- a for the purpose of performing these Terms of Use or exercising a party's rights under these Terms of Use;
- b required by law (including under the rules of any stock exchange);
- c which is publicly available through no fault of the recipient of the Confidential Information or its personnel;
- d which was rightfully received by a party to these Terms of Use from a third party without restriction and without breach of any obligation of confidentiality; or
- e by BIOZONE:

- i if you are a Student, to your School for any reasonable purpose in connection with your use of the BIOZONE Service or your school-related educational purposes; or
- ii if required as part of a *bona fide* sale of its business (assets or shares, whether in whole or in part) to a third party, provided that BIOZONE enters into a confidentiality agreement with the third party on terms no less restrictive than this clause 10.

11 WARRANTIES

- 11.1 **No implied warranties:** To the maximum extent permitted by law, BIOZONE's warranties are limited to those set out in these Terms of Use, and all other conditions, guarantees or warranties whether expressed or implied by statute or otherwise are expressly excluded. BIOZONE makes no representation concerning the quality of the BIOZONE Service and, without limiting any part of this clause 11.1, does not promise that the Online Materials or any other aspect of the BIOZONE Service will:
- a meet your requirements or be suitable for a particular purpose, including that their use will enable you to satisfy or meet some or all of the requirements of any stated curriculum or other course; or
 - b contain content that is complete, up-to-date and/or error free;
 - c be secure, free of viruses or other harmful code, uninterrupted or error free; or
 - d be the same as those provided as part of the Beta Version.
- 11.2 **Compatibility:** While BIOZONE has taken reasonable care to design the BIOZONE Service to be compatible with the operating systems referred to on the Website, it does not make any representation or warranty that the BIOZONE Service is compatible with any particular operating system, browser or device.
- 11.3 **Third party sites:** BIOZONE makes no representations or warranties in relation to any third party site that is linked from the Website, the Online Materials or any other aspect of the BIOZONE Service. Any such link to other sites does not imply any endorsement, approval or recommendation of, or responsibility for, those sites or their contents, operations, products or operators by BIOZONE or its affiliates.
- 11.4 **Limitation of remedies:** Where legislation or rule of law implies into these Terms of Use a condition or warranty that cannot be excluded or modified by contract, the condition or warranty is deemed to be included in these Terms of Use. However, the liability of BIOZONE for any breach of that condition or warranty is limited, at BIOZONE's option, to:
- a supplying the BIOZONE Service again; and/or
 - b paying the costs of having the BIOZONE Service supplied again.

12 LIABILITY

12.1 **Maximum liability:** The maximum aggregate liability of BIOZONE to you under or in connection with these Terms of Use or relating to the BIOZONE Service, whether in contract, tort (including negligence), breach of statutory duty or otherwise, will not in any Year exceed an amount equal to *USD100*.

12.2 **Unrecoverable loss:** Neither party is liable to the other under or in connection with these Terms of Use or the BIOZONE Service for any:

- a loss of profit, revenue, savings, business, use, data (including Data), and/or goodwill; or
- b consequential, indirect, incidental or special damage or loss of any kind.

12.3 **Unlimited liability:**

- a Clauses 12.1 and 12.2 do not apply to limit BIOZONE's liability under or in connection with these Terms of Use for:
 - i personal injury or death;
 - ii fraud or wilful misconduct; or
 - iii a breach of clause 10.
- b Clause 12.2 does not apply to limit your liability:
 - i under the indemnity in clause 7.8;
 - ii for those matters stated in clause 12.3a; or
 - iii for any breach of BIOZONE's Intellectual Property Rights.

12.4 **No liability for other's failure:** Neither party will be responsible, liable, or held to be in breach of these Terms of Use for any failure to perform its obligations under these Terms of Use or otherwise, to the extent that the failure is caused by the other party failing to comply with its obligations under these Terms of Use, or by the negligence or misconduct of the other party or its personnel.

12.5 **Mitigation:** Each party must take reasonable steps to mitigate any loss or damage, cost or expense it may suffer or incur arising out of anything done or not done by the other party under or in connection with these Terms of Use.

13 TERM, TERMINATION AND SUSPENSION

13.1 **Duration:** Unless terminated under this clause 13, the Agreement:

- a starts on the Start Date; and

- b subject to your continued compliance with these Terms of Use, continues for the current Academic Year unless and until:
 - i your School's rights to access and use the BIOZONE Service terminate or expire; or
 - ii a party gives 30 days' notice that your rights of access and use will terminate on the expiry of the notice.

13.2 Other termination rights:

- a Either party may, by notice to the other party, immediately terminate the Agreement if the other party:
 - i breaches any material provision of these Terms of Use and the breach is not:
 - ▲ remedied within 15 days, or (in the case of termination by BIOZONE which would but for this provision take effect within any active teaching period of the Academic Year) 30 days, of the receipt of a notice from the first party requiring it to remedy the breach; or
 - ▲ capable of being remedied;
 - ii becomes insolvent, liquidated or bankrupt, has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed, becomes subject to any form of insolvency action or external administration, or ceases to continue business for any reason; or
 - iii is unable to perform a material obligation under these Terms of Use for 30 days or more due to Force Majeure.

13.3 Consequences of termination or expiry:

- a Termination or expiry of the Agreement does not affect either party's rights and obligations that accrued before that termination or expiry.
- b Except to the extent that a party has ongoing rights to use Confidential Information, at the other party's request following termination or expiry of the Agreement, a party must promptly return to the other party or destroy all Confidential Information of the other party that is in the first party's possession or control.

13.4 Obligations continuing: Clauses which, by their nature, are intended to survive termination or expiry of these Terms of Use, including clauses 1.3, 7.8, 9.1, 10, 12, 13.3, 13.4 and 14, continue in force.

13.5 Suspending access: Without limiting any other right or remedy available to BIOZONE, BIOZONE may restrict or suspend your access, where you:

- a undermine, or attempt to undermine, the security or integrity of the BIOZONE Service or any Underlying Systems;
- b use, or attempt to use, the BIOZONE Service:
 - i for improper purposes; or
 - ii in a manner, other than for normal operational purposes, that materially reduces the operational performance of the BIOZONE Service; or
- c have otherwise materially breached these Terms of Use (in BIOZONE's reasonable opinion).

14 DISPUTES

- 14.1 **Good faith negotiations:** Before taking any court action, a party must use best efforts to resolve any dispute under, or in connection with, these Terms of Use through good faith negotiations.
- 14.2 **Obligations continue:** Each party must, to the extent possible, continue to perform its obligations under these Terms of Use even if there is a dispute.
- 14.3 **Right to seek relief:** This clause 14 does not affect either party's right to seek urgent interlocutory and/or injunctive relief.

15 GENERAL

- 15.1 **Force Majeure:** Neither party is liable to the other for any failure to perform its obligations under these Terms of Use to the extent caused by Force Majeure, provided that the affected party:
- a immediately notifies the other party and provides full information about the Force Majeure;
 - b uses best efforts to overcome the Force Majeure; and
 - c continues to perform its obligations to the extent practicable.
- 15.2 **Rights of third parties:** No person other than BIOZONE and you has any right to a benefit under, or to enforce, these Terms of Use.
- 15.3 **Independent contractor:** Subject to clause 7.5, BIOZONE is an independent contractor, and no other relationship between you and BIOZONE (e.g. joint venture, agency, trust or partnership) exists under the Agreement.
- 15.4 **Notices:** A notice given by a party under these Terms of Use must be delivered to the other party via email using the email address notified by the other party for this purpose. BIOZONE's contact email address for this purpose is **support@BIOZONE.academy**.

- 15.5 **Severability:** Any illegality, unenforceability or invalidity of a provision of these Terms of Use does not affect the legality, enforceability or validity of the remaining provisions of these Terms of Use. The illegal, unenforceable or invalid provision is deemed to be modified to the extent necessary to remedy the illegality, unenforceability or invalidity.
- 15.6 **Variation:** Except as provided under clause 2.1, any variation or waiver to these Terms of Use must be in writing and signed by both parties.
- 15.7 **Entire agreement:** These Terms of Use set out everything agreed by the parties relating to the Services, and supersede and cancel anything discussed, exchanged or agreed prior to the Start Date. The parties have not relied on any representation, warranty or agreement relating to the subject matter of these Terms of Use that is not expressly set out in these Terms of Use, and no such representation, warranty or agreement has any effect from the Start Date.
- 15.8 **Subcontracting and assignment:** You may not assign, novate, subcontract or transfer any right or obligation under these Terms of Use.
- 15.9 **Law:** The Agreement is governed by, and must be interpreted in accordance with, the laws of Colorado. Each party submits to the non-exclusive jurisdiction of the courts of Colorado in relation to any dispute connected with these Terms of Use.