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Xumbers Terms of Use

Last Updated July 30, 2020

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND COMPANY. These Terms of Use govern use of (i) the Xumbers website operated by or on behalf of Konvisser Custom Software, L.L.C. (“Company” or “we” or “us”), including the website located at xumbers.com (“xumbers.com”), (ii) Company services provided on or through such website and/or accessible through various desktop and mobile web browsers, locally installed mobile applications, and various other services that we may offer from time to time (the “Services”) and (iii) the information and materials provided on or through the Website, including without limitation, any other data, text, pictures, graphics, audio, video, icons, software, and upgrades for use on or through the Website, links, and other content, features and services available on or through the Website (collectively, the “Materials”) (xumbers.com, the Services and the Materials are collectively referred to as the “Website”). Your right to use the Website is subject to your compliance with all of the terms and conditions set forth herein.

Your access to and use of the Website is also governed by Company’s [Privacy Policy](#) (the “Privacy Policy”) which is incorporated by reference in its entirety herein (both the Terms of Use and Privacy Policy shall collectively be referred to herein as the “Terms” unless specifically stated otherwise). By accessing and/or using the Website you agree to abide by the Terms, including all rules, terms, conditions, restrictions and notices therein. If you do not wish to be bound by the Terms, you may not access or use the Website.

Company reserves the right to, and will not be liable to any user or third party, for doing the following: (i) changing the Terms at any time as set forth below; (ii) changing the Website, including terminating, eliminating, supplementing, modifying, adding to or discontinuing any content, functionality, promotion, data on or feature of the Website or the hours that the Website is available; or (iii) changing any fees or charges in connection with the use of the Website.

- Changes to Terms.** Company has included the effective date of these Terms of Use both on the first and last page of this document. Company reserves the right to make changes to any Terms at any time, however, Company shall provide notification to you of any changes, such as by posting a notification on the Website or, in the application. If you continue to access and/or use the Website after the effective date of such changes, then such access and/or use will be deemed an acceptance of and an agreement to follow and be bound by the Terms as changed. The revised Terms supersede all previous notices or statements regarding the Website. For this reason, we encourage you to review these Terms any time you access or use the Website, and recommend that you print out a copy for your records.
- Materials.** The Materials are intended to educate and inform you about us and our business.
- Limited License and Right to Use.** The Website is provided for your education or enjoyment, and unless otherwise specified on or in the Website, solely for your own personal use only. Company hereby grants you a personal, non-exclusive, non-transferable, non-sublicensable, limited license to access and use the Website for your own personal education or enjoyment purposes, subject to your compliance with the Terms and any and all other terms and policies set forth on or in the Website . Company reserves the right to revoke your right to use the Website at any time as further set forth in Section 14. You acknowledge that the time that you spend on or using the Website is solely for your education or enjoyment purposes, and that no monetary value can be attributed to such time and that, but for the license granted herein, you are not entitled under the law to use or have access to the Website. Except as expressly provided in the Terms, Company does not grant you any other express or implied rights or license in or to the Website, and all right, title and interest that Company has in the Website not explicitly granted to you by Company or its licensors are retained by Company or its licensors, respectively. Except as expressly set forth in the Terms, you may not modify (including without limitation making derivative works), copy, adapt, reverse engineer, de-compile or otherwise reduce to human perceivable format, distribute, frame, reproduce, republish, download, scrape, display, post, transmit, transfer, license or sublicense, publicly display, or sell in any form or by any means, in whole or in part, the Website without Company’s or its licensors’ express prior written permission. To the extent you are granted express permission or allowed to do so under applicable law, you must retain all

trademark, copyright and other proprietary notices on downloaded and copied materials, and any such downloads or copies are subject to the terms and conditions of these Terms.

4. **Intellectual Property.** You acknowledge that the Website is protected by and/or embody copyrights, trademarks, patents, trade secrets and/or other proprietary rights (“Intellectual Property”) owned by Company, and/or its licensors, including without limitation the selection, coordination, arrangement, compilation, assembly and any enhancements thereto. The Website (and any Intellectual Property and other rights relating thereto) are and will remain the property of Company. The trademarks, trade names, trade dress, logos, and service marks displayed on the Website, including the Company marks, logos and trade dress are the registered and/or unregistered trademarks of Company. You acknowledge that the Intellectual Property is valid and protected in all media existing now or later developed and under United States and foreign laws. You acknowledge that you do not acquire any ownership rights in or to the Intellectual Property. The Intellectual Property may not be used by you for any purpose without Company’s prior express written permission, unless permissible by law. The Intellectual Property may not be used in connection with any product or service that is not Company’s, in any manner that is likely to cause confusion among consumers, or in any manner that discloses confidential information or disparages Company. Nothing contained on the Website should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Intellectual Property. Except as expressly provided in the license in Section 3, Company does not grant any express or implied rights to you under any patents, copyrights, trademarks, or trade secret information.
5. **Code of Conduct.** While using the Website, you agree to follow our community standards set forth below (the “Standards”), and you agree not to:
 - Create any correspondence that uses a false identity or impersonates any person;
 - Create any correspondence or subject lines containing profanity, sexually graphic or offensive language, including any uses of characters such as \@#\$\$% to replace letters;
 - Send any content or message that is false, inaccurate, misleading, disruptive, unlawful, harmful, threatening, abusive, harassing, defamatory, pornographic, vulgar, inciteful, racist or otherwise objectionable, including any topics that may be harmful to or threaten the security of a child or minor;
 - Engage in rude, unlawful, harassing, vulgar, obscene, hateful, threatening, abusive, inciteful, or otherwise objectionable behavior; all such behavior may be reported to the authorities;
 - Send any advertisements, solicitations, chain letters, pyramid schemes, junk mail, SPAM, investment opportunities or other unsolicited or unauthorized commercial or promotional content, materials or communication;
 - Institute an attack upon any server used in connection with the Website or any portion thereof or otherwise attempt to disrupt such servers;
 - Send, post, transmit or otherwise make available any material regarding hacking, cracking, exploiting, or otherwise making use of the Websites;
 - Attempt to or actually restrict or inhibit any other user from using and enjoying the Website;
 - Use any robot (bot), spider, scraper or other unauthorized or automated means to modify, use or access the Website, or any portion thereof;
 - Send, post or transmit any software or other materials that contain any viruses, worms, trojan horses, defects, date bombs, time bombs or other items of a destructive nature;
 - Modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble all or any portion of the Website;
 - “Frame” or “mirror” any part of the Website without Company’s prior written authorization;
 - Harvest or collect information about users of the Website;

- Use the Website in any manner that violates any applicable laws or regulations or is prohibited by these Terms; and/or
 - Assist or permit any persons in engaging in any of the activities described in this listing.
6. **Third Party Sites/Services.** The Website may include links to other websites or services (including advertisements and payment providers) solely as a convenience to you (“Linked Sites”). The inclusion of any Linked Site does not imply endorsement by Company of any third party, third party websites or any association with the operators of such Linked Sites. You are responsible for viewing and abiding by the privacy statements and terms of service/use posted at any third party or Linked Sites. The information, products, materials and services on Linked Sites is not under the control of Company and Company does not provide or endorse any such Linked Sites or the information, products, materials or services contained on or available or accessible on or through any Linked Sites. Company is not responsible if any Linked Site is not functioning properly. Company makes no express or implied warranties with regard to the information, products, materials or services that are contained on or accessible through any Linked Sites. Access and use of any Linked Sites, including the information, products, materials and services on any Linked Sites or available through any Linked Sites, is solely at your own risk, and you acknowledge and agree that Company is not responsible or liable, directly or indirectly, for any loss or damage caused or alleged to be caused by your use of any or dealings with any Linked Site or as the result of the presence of any advertisers on the Website. Your correspondence or business dealings with, or participation in promotions of any advertisers found on or through the Website, including in or through the Services, are solely between you and such advertiser. Any dealings with third parties, such as advertisers, included within the Website, involving the delivery of and payment for goods and services, or any other terms, conditions, warranties, or representations associated with such third parties, are solely between you and that third party. Company is neither responsible nor liable for any part of such dealings with any third parties.
7. **User Ideas/Communications.** Company does not accept or consider unsolicited ideas, including ideas for new promotions, products, applications, technologies, processes or other ideas or inventions (collectively, “User Ideas”). You must not transmit any User Ideas through the Website or email, to Company that you consider to be confidential or proprietary. You agree that any and all User Ideas are non-confidential and non-proprietary and will and need not be treated as such. You are responsible and liable for any User Ideas. You agree that by submitting User Ideas to Company, including any concepts, know-how or ideas, you hereby grant Company a perpetual, worldwide, non-exclusive, sublicensable (through multiple tiers), assignable, royalty-free, perpetual, irrevocable right to use, reproduce, distribute (through multiple tiers), create derivative works of, publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale and import such User Idea in any media now known or hereafter developed, for any purpose whatsoever, commercial or otherwise, without compensation to you or the provider of the User Idea. Company is not obligated to review, evaluate, publish, or use any User Idea. You acknowledge and agree that your communications with Company are public and not private communications, and that you have no expectation of privacy concerning your communications with Company. Company is not responsible for information that you choose to communicate to us. Notwithstanding anything contrary stated in these Terms, by submitting any information or statement to Company you represent and warrant that (a) you own or otherwise control all of the rights including without limitation, all copyrights, to such information or statement(s) or are otherwise legally entitled to submit such information or statement(s); (b) the content is accurate; (c) use of the content you supply does not violate the Terms and will not cause injury to any person or entity; and (d) you will indemnify Company and/or its subsidiaries and affiliates for all claims resulting from any content, including without limitation, all information or statement(s) you supply, provide or transmit in any manner to Company. Company takes no responsibility and assumes no liability for any information or statement(s) submitted by you or any third party.
8. **Acknowledgements.** You hereby agree and acknowledge that : (a) Company has the right to obtain without notification to you certain information about your computer or software, including without limitation, your operating system, identification of your hard drives, central processing unit, MAC address, IP address, and Internet browser for purposes of identification and other lawful purposes; (b) Company has the right to obtain without notification to you non-personal information from your connection to the Website for demographic or any other lawful purposes; and (c) Company has the right to obtain without notification to

you information from your computer, software, and parts or portions thereof, including without limitation, your computer's random access memory, video card, central processing unit, hard drive(s) and any other storage devices in order to assist our efforts in policing users who may develop and/or use "hacks." The information obtained in this Section may be used for the purpose of identifying persons or entities not in compliance or believed by Company to not be in compliance with the Terms and any and all other Company Standards, rules, policies, notices and/or agreements. You acknowledge and agree that you (and not Company) are responsible for obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment, and services needed to access and use any service provided by Company, including without limitation, the Websites, and paying all charges related thereto. You also acknowledge that you are responsible for obtaining and maintaining your access to any website through which you access Company's products or services, including the Website.

9. **Use & Access.** YOU MUST BE AT LEAST 13 YEARS OF AGE TO TRANSMIT/SUBMIT/POST ANY INFORMATION, INCLUDING PERSONAL INFORMATION, OR ANYTHING ELSE TO COMPANY. Company does not knowingly collect information of those under the age of 13. By accessing, using and/or submitting information to or through any of the Websites, you represent that you are at least 13 years of age or older and otherwise have the legal capacity to enter into these Terms. Pursuant to 47 U.S.C. Section 230(d), as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of protections is available from America Links Up: <http://www.netparents.org/parentstips/browsers.html>.

AGES UNDER 18: IF YOU ARE A PARENT OR GUARDIAN AND YOU PROVIDE YOUR CONSENT TO YOUR UNDER EIGHTEEN (18) YEAR OLD CHILD'S REGISTRATION WITH THE WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS IN RESPECT OF SUCH CHILD'S USE OF THE WEBSITE AND/OR ANYTHING ACCESSIBLE OR AVAILABLE ON OR THROUGH THE WEBSITE .

10. **Privacy/Security.** You understand that any information provided by you or collected by us in connection with your use of the Website will be used in the manner described in these Terms of Use and in our [Privacy Policy](#), which, as stated above, is incorporated into these Terms of Use. If you do not agree to the terms of the Privacy Policy you may not use the Website. Without limiting the terms of the Privacy Policy, you understand that we do not guarantee that your use of the Website, and/or the information provided by you will be private or secure, and we are not responsible or liable to you for any lack of privacy or security you may experience. You are fully responsible for taking precautions and providing security measures best suited for your situation and intended use of the Websites .
11. **Jurisdictional Issues.** Access to and use of the Website, from any jurisdiction where your use of the Website is illegal is strictly prohibited. Company makes no representation that the Website is appropriate or available for use in any jurisdictions outside the United States, and those who choose to access or use the Website, from such other jurisdictions do so on their own initiative and at their own risk, and are responsible for compliance with local laws, rules or regulations, including, without limitation, rules about the internet, data, e-mail, or privacy.
12. **Export Control.** The Website is subject to United States export controls. Nothing may be downloaded from the Website or otherwise exported or re-exported: (a) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country to which the U.S. has embargoed goods or which is subject to other applicable U.S. trade sanctions; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using anything from the Website, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list. You further agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside, regardless of whether such transmission is permitted under the Terms or by applicable law.
13. **Termination.** Your right to access and use the Website will remain effective until terminated in accordance with the Terms. Company reserves the right to revoke the limited license granted to you herein for any reason or no reason, and, if we do, Company may terminate your access to and use of the Website . If Company revokes your license, you agree that Company will not have any liability to you for any time spent

by you accessing or using the Website, or for any other reason whatsoever. In addition to its termination rights, Company also reserves the right to refuse service to anyone and to remove content from the Website for any reason whatsoever in its sole discretion. The provisions of Sections 2, 4, 5, 7, 8, 10 through 14, 16, 17, and 21 through 26 will survive any termination of the Terms.

14. **Disclaimers.** THE WEBSITE, INCLUDING WITHOUT LIMITATION ANY PRODUCTS OR SERVICES OBTAINED ON OR AVAILABLE THROUGH THE WEBSITE, ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, COMPANY AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. COMPANY AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS DO NOT WARRANT THAT YOUR USE OF THE WEBSITE, INCLUDING WITHOUT LIMITATION ANY PRODUCTS OR SERVICES AVAILABLE ON OR THROUGH THE WEBSITE, WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE (OR ANY PART THEREOF), THE SERVER(S) ON WHICH THE WEBSITE ARE HOSTED, OR ANY PRODUCTS OR SERVICES AVAILABLE ON THE WEBSITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO OPINION, ADVICE OR STATEMENT OF COMPANY OR ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, AGENTS, OR VISITORS, WHETHER MADE ON THE WEBSITE OR OTHERWISE, SHALL CREATE ANY WARRANTY. **YOUR USE OF THE WEBSITE, INCLUDING WITHOUT LIMITATION ANY PRODUCTS AND SERVICES PROVIDED ON OR THROUGH THE WEBSITE ARE ENTIRELY AT YOUR OWN RISK.**
15. **Inaccuracies.** The Website may include inaccuracies or errors, or information or materials that violate the Terms. Additionally, unauthorized alterations may be made by third parties to the Website. Although Company attempts to ensure the integrity of the Website, we make no guarantees as to the Website’s completeness or correctness. If a situation arises in which the Website’s completeness or correctness is in question, please contact us by clicking the Contact Us button on the Xumbers.com web page (with the subject line “Inaccuracies Discovered”) with, if possible, a description of the material to be checked and the location (URL) where such material can be found on the Website, as well as information sufficient to enable us to contact you. We will try to address your concerns as soon as reasonably practicable.
16. **Limitation of Liability.** NEITHER COMPANY NOR ANY OF OUR AFFILIATES, SUPPLIERS, ADVERTISERS OR SPONSORS, NOR OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE WEBSITE, INCLUDING ANY LINKED WEBSITES OR ANY MATERIALS, CODE, PRODUCT OR SERVICE PURCHASED, ACCESSIBLE OR USABLE THROUGH THE WEBSITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE, INCLUDING ANY MATERIALS, PRODUCTS OR SERVICES AVAILABLE ON THE WEBSITE, OR ANY LINKED WEBSITES, IS TO STOP USING THE WEBSITE, PRODUCTS, SERVICES, OR LINKED WEBSITES, AS APPLICABLE. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY TO COMPANY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, SHALL BE \$50 OR THE TOTAL AMOUNT PAID BY YOU TO COMPANY IN THE PRECEDING TWELVE (12) MONTHS, OR IF ANY, TO ACCESS OR USE THE WEBSITE, WHICHEVER IS GREATER. YOU AGREE THAT THE DAMAGE EXCLUSIONS IN THESE TERMS OF USE SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. NO COMMUNICATION OF ANY KIND BETWEEN YOU AND COMPANY OR A REPRESENTATIVE OF COMPANY CONSTITUTES A WAIVER OF ANY LIMITATIONS OF LIABILITY OR CREATES ANY

ADDITIONAL WARRANTY NOT EXPRESSLY STATED IN THE TERMS. MULTIPLE CLAIMS WILL NOT INCREASE THE MONETARY DAMAGES LIMIT STATED HEREIN.

17. **Indemnification.** You agree to indemnify, defend and hold harmless Company, our affiliates, suppliers, advertisers and sponsors, and our and their directors, officers, employees, consultants, agents and other representatives, from and against any and all claims, damages, losses, costs (including without limitation, reasonable attorneys' fees and expenses) and other expenses that arise directly or indirectly out of or from: (a) any allegation that any User Idea or other information you submit to us infringes or otherwise violates the copyright, trademark, trade secret or other intellectual property or other right of any third party; (b) your breach or violation of the Terms, including the Company Standards, or any applicable laws or regulations; (c) your access to and use of the Website; (d) any viruses, spyware, or other similar harmful or intrusive program code posted, submitted or transmitted by you to the Websites; and (e) any claim that one of your User Ideas caused damage to a third party, including without limitation, libel, defamation, loss of or harm to reputation or any other damage whatsoever.
18. **Questions.** The Website is provided by Konvisser Custom Software, L.L.C. If you have any questions, comments or complaints regarding the Terms, the Website, please feel free to contact us at: Konvisser Custom Software, C/O Eric J. Gould, Cohen, Lerner & Rabinovitz, P.C., 26862 Woodward Ave., Suite 200, Royal Oak, MI 48067 or click the Contact Us button on the Xumbers.com web page.
19. **Notice for California Users.** Under California Civil Code Section 1789.3, California website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.
20. **System Outages.** Company may periodically schedule system downtime for the Websites for maintenance and other purposes. Additionally, unplanned system outages may occur. You agree that Company has no responsibility and is not liable for: (a) the unavailability of the Website; (b) any loss of materials, data, transactions or any other information or materials caused by such system outages; (c) the resultant delay, mis-delivery, or non-delivery of data, transactions or any other information or materials caused by such system outages; or (d) any outages caused by any third parties, including without limitation, any companies or servers hosting the Website, any Internet service providers, or any Internet facilities and networks.
21. **Statute of Limitations.** Any claim or cause of action arising out of or related to use of the Website or the Terms must be filed within 1 year after such claim or cause of action arose regardless of any statutes or law to the contrary. In the event any such claim or cause of action is not filed within such 1 year period, such claim or cause of action are forever barred.
22. **Choice of Law/Venue.** The Terms are governed by and construed in accordance with the laws of the State of Michigan, United States of America, without regards to its principles of conflicts of law that would require the application of the laws of another jurisdiction. Any disputes between you and Company relating to the Website and/or these Terms, that involve a claim of less than \$10,000 must be resolved exclusively through binding non-appearance-based arbitration. A party electing arbitration shall initiate proceedings by filing an arbitration demand with the American Arbitration Association (AAA). The arbitration proceedings shall be governed by the AAA Commercial Arbitration Rules, Consumer Due Process Protocol, and Supplementary Procedures for Resolution of Consumer-Related Disputes. In addition, you and Company agree that the following rules shall apply to the arbitration proceedings: (a) the arbitration shall be conducted, at the option of the party seeking relief, by telephone, online, or based solely on written submissions; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Any disputes between you and Company that involve a claim of more than \$10,000 are subject to the exclusive jurisdiction of the Federal or State courts serving Oakland County, Michigan, as legally appropriate. THIS SECTION LIMITS YOUR ABILITY TO GO TO COURT FOR CERTAIN MATTERS. IF WANT TO OPT OUT OF USING BINDING ARBITRATION FOR SUCH MATTERS, THEN YOU MUST NOTIFY US TO THE ADDRESS PROVIDED IN SECTION 25 HEREIN WITHIN THIRTY (30) DAYS OF YOUR FIRST USE OF THE WEBSITE. YOU CANNOT OPT OUT AFTER THE THIRTY (30) DAYS HAVE PASSED.

23. **Mobile Terms.** The Website may include versions designed for mobile content that may be viewed on mobile devices (the "Mobile Content"). In order to use the Mobile Content, you must have a wireless mobile device capable of two-way messaging and wireless service through a participating mobile service provider. You agree that are solely responsible for all charges that you incur from your mobile service provider for your use of the Mobile Content. All charges are billed by and payable to your mobile service provider. Please contact your mobile service provider for pricing plans and details.
24. **Notices.** All notices required or permitted to be given under this Agreement must be in writing and shall be given by personal delivery, registered or certified mail, or Federal Express or other nationally recognized courier service which regularly tracks its packages, if to Company to Konvisser Custom Software, L.L.C., C/O Eric J. Gould, Cohen, Lerner & Rabinovitz, P.C., 26862 Woodward Ave., Suite 200, Royal Oak, MI 48067 and if to you, to the e-mail and/or postal address associated with your correspondence with Company, if any. Notices, if personally delivered, shall be deemed to have been received on the date of delivery; if by registered or certified mail, on the third business day after mailing; if by e-mail, on the second business day after deposit with the service. You may not send any notices under this Section to Company via e-mail.
25. **Entire Agreement.** The Terms, and all documents incorporated by reference, constitute the entire agreement between you and Company relating to the subject matter herein and supersede any and all prior or contemporaneous agreements or communications, whether electronic, written or oral, between you and Company with respect to the subject matter herein, and you represent that you have not relied on any such agreements or communications in accepting the Terms.
26. **Miscellaneous.** If any provision of the Terms is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions. The Terms are not assignable, transferable or sublicensable by you except with Company's prior written consent. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the Terms. Any heading, caption or section title contained herein is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. Company's performance of the Terms is subject to existing laws and legal process, and nothing contained in the Terms is in derogation of Company's right to comply with governmental, court, and law enforcement requests or requirements relating to your access and/or use of the Websites, or information provided to or gathered by Company with respect to such access and/or use. A printed version of the Terms and of any notices given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The parties agree that all correspondence relating to the Terms, must be written in the English language.

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