

Terms of use

The **Crossborder** service and network (collectively, the "**Service**") are operated by CrossBorder Invest Group Ltd. ("the **Company**," "**we**," or "**us**"). By accessing or using our web site at www.crossborder.properties (the "**Site**"), you (the "**User**") hereby represent acknowledge and consent that you have read, understood and agree to be bound by the terms of use set out below ("**Terms of Use**"), regardless of whether you are a registered member of the Service.

In addition to these Terms of Use, you may enter into additional agreements with us or others that will govern your use of the Service or related services offered by us or others. If there is any contradiction between these Terms of Use and another agreement you enter into applicable to specific aspects of the Service, the other agreement shall take precedence in relation to the specific aspects of the Service to which it applies. As used herein, "Users" means anyone who accesses and/or uses the Site.

"**Users**" shall be deemed to include any business or other entity on behalf of which the Site or Service is accessed by any other User, and "you" shall be deemed to include any such business or other entity and any person acting on behalf of any such business or other entity in connection with the use of the Site or Service.

I. Changes to these Terms of Use

We may make changes to these Terms of Use from time to time. If we do this, we will post the changed Terms of Use on this page on the Site and will indicate at the top of this page the date the Terms of Use were last revised. You understand and agree that your continued use of the Service or the Site after we have made any such changes constitutes your acceptance of the new Terms of Use. We shall use our best commercial efforts to ensure that material changes are posted at least 30 days prior to their coming into effect so as to allow you to read and consider them.

II. Eligibility

This Site is intended solely for Users who are at least eighteen (18) years old, and any registration by, use of or access to the Site by any person under 18 is unauthorized, unlicensed and in violation of these Terms of Use. By using the Service or the Site, you represent and warrant that you agree to and will abide by all of the terms and conditions of these Terms of Use. If you violate any of these Terms of Use, or otherwise violate an agreement between you and us, the Company may terminate your membership, delete your profile and any content or information that you have posted on the Site and/or prohibit you from using or accessing the Service or the Site (or any portion, aspect or feature of the Service or the Site), at any time in its sole discretion, with or without notice.

III. Proprietary Rights; License

All content on the Site, including but not limited to designs, text, graphics, pictures, video, information, software and other files, and their selection and arrangement (the "Content"), are the property of the Company or its licensors with all rights reserved. No Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the Company's prior written permission, except as provided in the following sentence and except that the foregoing does not apply to your own User Content (as defined below) that you legally post on

the Site. You are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content solely for your use in connection with your use of the Site or Service, provided that you keep all copyright or other proprietary notices intact. Except for your User Content (as defined below), you may not republish Content or incorporate the information in any other database or compilation, and any other use of the Content is strictly prohibited. Any use of the Site or the Content other than as specifically authorized herein, without the prior written permission of the Company, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes.

Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable by us at any time without notice and with or without cause.

You may review personal information posted by or relating to other Users on the Site, but you are not authorized to disclose such information for any purpose. You may not reproduce any personal information. Further, you represent and warrant that: (i) you do not have the ability to match any personal information posted by or relating to other Users to the identity of any individual; (ii) you will not make any attempt to obtain data permitting you to match any personal information posted by or relating to other Users to the identity of any individual; (iii) you will not accept any information from any third party that permits such a match; and (iv) you will make no such match.

IV. Restrictions on Data Collection/Termination

Without our prior consent, you may not:

1. use any automated means to access this Site or collect any information from the Site (including, without limitation, robots, spiders, scripts or other automatic devices or programs);
2. frame the Site, utilize framing techniques to enclose any Content or other proprietary information, place pop-up windows over this Site's pages, or otherwise affect the display of this Site's pages; engage in the practices of "screen scraping," "database scraping" or any other activity with the purpose of obtaining content or other information; or
3. use this Site in any manner that violates applicable law or that could damage, disable, overburden, or impair this Site or interfere with any other party's use and enjoyment of this Site.

V. User Representations

You represent, warrant and agree that no materials of any kind submitted through your account or otherwise posted or shared by you through the Service will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material. You further agree not to harvest or collect email addresses or other contact information of Users from the Service or the Site by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications. Additionally, you agree not to use automated scripts to collect information from the Service or the Site or for any other purpose.

You further agree that you may not use the Service or the Site in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Site. In addition, you agree not to use the Service or the Site to:

1. upload, post, transmit, share, store or otherwise make available any content that we deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
2. except where authorized by the Company, register for more than one User account, register for a User account on behalf of an individual other than yourself, operate a User account on behalf of or for the benefit of any person who is not eligible to register for or operate a User account in their own name, or register for a User account on behalf of any group or entity;
3. impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with or authority to act on behalf of any person or entity;
4. upload, post, transmit, share or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
5. upload, post, transmit, share, store or otherwise make publicly available on the Site any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
6. solicit personal information from any natural person under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes from any User;
7. upload, post, transmit, share or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; intimidate or harass another User;
8. upload, post, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
9. use or attempt to use another's account, service or system without authorization from that person and the Company, or create a false identity on the Service or the Site; or
10. upload, post, transmit, share, store or otherwise make available content that, in the sole judgment of the Company, is objectionable or which restricts or inhibits any other person from using the Site, or which may expose the Company or its Users to any harm or liability of any type.

VI. User Content Posted on the Site

You are solely responsible for the personal or business information of any and all kind that you upload, publish, provide or display on or through the Service or the Site, or transmit to or share with other Users (collectively the "User Content"). It is against the Terms of Use to contact members directly or to attempt to enter into any lending transactions with members outside of the Service. You understand and agree that the Company may, but is not obligated to, review and delete or remove (without notice) any User Content in its sole discretion, including without limitation, User Content that in the sole judgment of the Company violates these Terms of Use, might be offensive or illegal, or might violate the rights of, harm, or threaten the safety of, Users or others.

By posting User Content to any part of the Site, you hereby grant to the Company an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such User Content for any purpose on or in connection with the Site or the promotion thereof, to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses of the foregoing. You may remove your User Content from the Site at any time. If you choose to remove your User Content, the license granted above will not expire.

You may review personal or business information posted by other Users on the Site, but you are not authorized to disclose such information for any purpose.

VII. Consent to Electronic Transactions and Disclosures

Due to the nature of our business it is necessary for you to consent to transact business with us online and electronically. As part of doing business with us and our affiliates, therefore, we also need you to consent to our giving you certain disclosures electronically, either via our Site or to the email address you provide to us. By agreeing to the Terms of Use, you agree to receive electronically all documents, communications, notices, contracts, and agreements arising from or relating to your use of the Site and Service, including any of your purchases, your use of this Service, and the servicing of any notes you have purchased as either an investor of Company (each, a "Disclosure"), from us, whether we are acting in the capacity as trustee or otherwise, or our affiliates.

The decision to do business with us and our affiliates electronically is yours. This document informs you of your rights concerning Disclosures.

1. **Electronic Communications.** Any Disclosures will be provided to you electronically through our Site or via email to the email address you provided. A request for a paper copy of any Disclosure will not be considered a withdrawal of your consent to receive Disclosures electronically. We may discontinue electronic provision of Disclosures at any time in our sole discretion.
2. **Scope of Consent.** Your consent to receive Disclosures and transact business electronically, and our agreement to do so, applies to any transactions to which such Disclosures relate, whether between you and us or between you and our affiliates. Your consent will remain in effect for so long as you are a User and, if you are no longer a User, will continue until such a time as all Disclosures relevant to transactions that occurred while you were a User have been made.
3. **Consenting to Do Business Electronically.** Before you decide to do business electronically with us or our affiliates, you should consider whether you have the required hardware and software requirements as set out on our Site as minimum requirements.
4. **Withdrawing Consent.** You may not withdraw such consent as long as you have outstanding any investments made through the Site. If you have no outstanding investments made through the site and wish to withdraw consent to doing business electronically, we will terminate your registered user account with us.

How to Contact Us regarding Electronic Disclosures. You can contact us via email at office@crossborder.properties. You may also reach us in writing to us at the following address: HaZait 13, Kfar Malal, Israel.

If you are an individual User, you will keep us informed of any change in your email or home mailing address so that you can continue to receive all Disclosures in a timely fashion. If your registered email addresses changes, you must notify us of the change by sending an email to office@crossborder.properties. You also agree to update your registered residence address and telephone number on the Site if they change. If you are a business or entity User or are acting on behalf of a business or entity, you will keep us informed of any change to your email address, telephone number and primary business address, as discussed under "Terms Applicable to Business and Other Entity Users" below.

You will print a copy of this Agreement for your records and you agree and acknowledge that you can access, receive and retain all Disclosures electronically sent via email or posted on the Site.

VIII. Registration Data; Account Security

In consideration of your use of the Site, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site or otherwise requested by the Company ("Individual Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the Individual Registration Data, and any other information you provide to the Company, to keep it accurate, current and complete; (d) promptly notify the Company regarding any material changes to information or circumstances that could affect your eligibility to continue to use the Site or Service or the terms on which you use the Site or Service; and (e) be fully responsible for all use of your account and for any actions that take place using your account.

IX. Business and Other Entity Users

Access to the Site for Users that are businesses, other entities or persons acting on behalf of such businesses or entities, is intended solely for authorized representatives of businesses or other entities that are in good standing in each jurisdiction in which they are registered to conduct business and persons otherwise authorized by such businesses or entities to act in furtherance of the business or entity's use of the Site or Service. By using the Service or the Site on behalf of a business or other entity, you represent and warrant that you are duly authorized in accordance with the foregoing by the business or other entity on behalf of which you are acting, that you have the power and authority to enter into binding agreements on behalf of the business or entity or in the capacity in which you are acting, and that the business or entity is in good standing in each jurisdiction in which it is registered to conduct business to the best of your knowledge. Furthermore, you confirm that you agree to all of the terms and conditions of these Terms of Use individually and on behalf of such business or other entity, and represent and warrant that you and such business or other entity will abide by all of the terms and conditions of these Terms of Use. If you, the business or entity, any other person acting on behalf of the business or entity or any guarantor (if applicable) violate any of these Terms of Use, or otherwise violate an agreement between the business or entity (or, if applicable, any guarantor) and the Company, the Company may terminate the business or entity's membership, delete any associated profile and any content or information posted on the Site in connection with the business or entity's membership and/or prohibit you, such business or entity and any other person acting on the business or entity's behalf from using or

accessing the Service or the Site (or any portion, aspect or feature of the Service or the Site), at any time in its sole discretion, with or without notice.

X. Business Registration Data and Account Security

In consideration of your use of the Site and the Service on behalf of a business or other entity member, you, individually and on behalf of such business or entity, agree to (a) provide accurate, current and complete information about the business or entity, yourself and any other principals and/or authorized representatives of the business or entity member as may be prompted by any registration forms on the Site or otherwise requested by the Company ("Business Registration Data"), including the business or entity's full legal name; (b) provide such materials as the Company may request to establish and/or verify your or any other person's identity or authority to enter into binding agreements on behalf of the business or entity, or to establish and/or verify the business or entity's legal existence, good standing in any jurisdiction and eligibility to use the Site or Service; (c) maintain the security of any password and identification issued for use by or on behalf of the business or entity; (d) maintain and promptly update the Business Registration Data, and any other information provided to the Company by you or anyone else acting on behalf of the business or entity, to keep it accurate, current and complete; (e) promptly notify the Company regarding any material changes to information or circumstances impacting the business or entity's legal existence, good standing in any jurisdiction in which the business or entity is authorized to conduct business, or eligibility for continued use of the Site or any Service; and (f) be fully responsible for all use of any accounts opened on behalf of the business or entity and for any actions that take place using such account.

XI. Additional Representations

In addition to the User Representations set forth above under "User Representations," which you hereby confirm on behalf of the business or entity member, you further agree, both individually and on behalf of the business or entity, not to use the Service or the Site to:

1. Register for multiple User accounts on behalf of the same business or entity; operate or otherwise utilize an account opened in the name of a business or entity for the benefit of any persons other than that business or entity;
2. operate or otherwise utilize an account opened in the name of a business or entity for any purpose prohibited by law or regulation, any activity which that business or entity is not duly authorized to conduct, or for any purpose prohibited by any other agreement between the business or entity and the Company or our affiliates;
3. operate a User account on behalf of any business or entity with regard to which you are not an authorized person with the power to enter into binding agreements on behalf of the business or entity;
4. communicate with any other User regarding the business or entity, or its business operations, other than anonymously and publicly via the Site, or upload, post, transmit, share or otherwise make available any information or informational material identifying the business or entity or its business operations (other than Business Registration Data provided to the Company or other information requested by the Company or otherwise necessary for your use of the Site or Service); and
5. upload, post, transmit, share, store or otherwise make publicly available on the Site any private information regarding the business or entity, including, without limitation, addresses, phone numbers, email addresses, tax identification numbers and credit, or any

personal information regarding persons associated with the business or entity (other than Business Registration Data provided to the Company).

Furthermore, you represent and warrant and agree, both individually and on behalf of the business or entity, that:

1. all email addresses provided on behalf of the business or entity are and will be used by the business or entity for business purposes; and
2. you will not represent or portray the business or entity as being affiliated with the Company in any capacity other than being a User of the Site or Service without the Company's prior written consent.

XII. Scope of License to Use

For Users that are businesses or other entities, or persons acting on behalf of businesses or other entities, the limited license to access and use the Site granted above shall be deemed granted to the business or entity member and to those authorized representatives of the business or entity for whom Business Registration Data has been provided to the Company while acting on behalf of the business or entity member in their official capacities. Any access to or use of the Site by persons who are not authorized representatives of the business or entity, including but not limited to any representative for whom Business Registration Data has not been provided, voids this license and shall constitute a violation of these Terms of Use. Furthermore, this license is revocable by us at any time with regard to the business or entity member and/or any person acting on such business or entity's behalf without notice and with or without cause.

XIII. Trademarks

“**Crossborder**” and other Company graphics, logos, designs, page headers, icons, scripts and service names are registered trademarks, trademarks or service marks (“Trademarks”) of the Company. The Company's Trademarks may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the Company.

XIV. Notice and Take Down

If you believe that any material on the Site infringes upon any copyright which you own or control, you may send a written notification of such infringement to our designated agent as set forth below:

Name of designated agent Attention: General Counsel Full Address of designated agent:
HaZait 13, Kfar Malal, Israel

The notification must be a written communication that includes at least the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

XV. Repeat Infringer Policy

The Company has adopted a policy of terminating, in appropriate circumstances and at the Company's sole discretion, the memberships of members who are deemed to be repeat infringers. The Company may also at its sole discretion limit access to the Site and/or terminate the memberships of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

XVI. Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Site or the Service ("Submissions"), provided by you to the Company are non-confidential and shall become the sole property of the Company. The Company shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

XVII. Links

The Site contains (or you may be sent through the Site or the Services) links to other web sites ("Third Party Sites"), as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, software and other content belonging to or originating from third parties (the "Third Party Content"). Such Third Party Sites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites accessed through the Site or any Third Party Content posted on the Site, including without limitation the content, accuracy, offensiveness, opinions, reliability or policies of or contained in the Third Party Sites or the Third Party Content. Inclusion of or linking to any Third Party Site or any Third Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third Party Sites, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site.

XVIII. User Disputes

You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users.

XIX. Privacy

Please review the Site's Privacy Policy. By using the Site or the Service, you are consenting to have your personal data transferred to and processed in the United States. We may listen to and/or record phone calls between you and our representatives without notice to you as permitted by applicable law. For example, we listen to and record calls for quality monitoring purposes.

XX. Disclaimers

The Company does not guarantee the accuracy of any User Content or Third Party Content. Although we provide rules for User conduct and postings, we do not control and are not responsible for what Users post on the Site and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content you may encounter on the Site or in connection with any User Content or Third Party Content. The Company is not responsible for the conduct, whether online or offline, of any User of the Site or Service. The Company cannot guarantee and does not promise any specific results from use of the Site and/or the Service.

The Site and the Service may be temporarily unavailable from time to time for maintenance or other reasons. The Company assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User communications. The Company is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or on the Site or combination thereof, including injury or damage to Users or to any other person's computer related to or resulting from participating or downloading materials in connection with the Web and/or in connection with the Service. Under no circumstances will the Company be responsible for any loss or damage, including any loss or damage to any User Content, financial damages or lost profits, loss of business, or personal injury or death, resulting from anyone's use of the Site or the Service, any User Content or Third Party Content posted on or through the Site or the Service or transmitted to Users, or any interactions between Users of the Site, whether online or offline.

The Company reserves the right to change any and all content contained in the Site and any Services offered through the Site at any time without notice. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by the Company.

XXI. Limitation of Liability

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED AND EXCEPT AS PROVIDED ABOVE IN THE SECTION TITLED, "SECURITIES MATTERS", IN NO EVENT WILL THE COMPANY OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SITE OR THE SERVICE OR ANY OF THE SITE CONTENT OR OTHER MATERIALS ON OR ACCESSED

THROUGH THE SITE, EVEN IF THE COMPANY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN EXCEPT AS PROVIDED ABOVE IN THE SECTION TITLED, "SECURITIES MATTERS", TO THE EXTENT PERMITTED BY APPLICABLE LAW THE COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO THE COMPANY FOR THE SERVICE DURING THE TERM OF MEMBERSHIP. IN NO CASE WILL THE COMPANY'S LIABILITY TO YOU EXCEED \$1000. YOU ACKNOWLEDGE THAT IF NO FEES ARE PAID TO THE COMPANY FOR THE SERVICE, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM THE COMPANY, REGARDLESS OF THE CAUSE OF ACTION.

XXII. Governing Law; Venue and Jurisdiction

By visiting or using the Site and/or the Service, you agree that the laws of the State of Israel, without regard to any principles of conflict of laws that would require or permit the application of the laws of any other jurisdiction, will govern these Terms of Use. By agreeing to the Terms and using the Website and the Service, you agree to submit to personal jurisdiction in Tel Aviv, Israel, for all purposes. Unless otherwise agreed in writing by you and us, any dispute arising out of or relating to the Terms of Use, or any breach thereof, shall be finally resolved by binding arbitration administered by a signal arbitrator to be appointed by the defendant/respondent in each applicable proceeding, and final judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitration will be conducted in the English language. Such arbitration must be commenced within one (1) year after the claim or cause of action arises. Notwithstanding the foregoing, either Company or you may apply to any court of competent jurisdiction for injunctive relief without breach of this arbitration provision

XXIII. Indemnity

You agree to indemnify and hold the Company, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with your User Content, any Third Party Content you post or share on or through the Site, your use of the Service or the Site, your conduct in connection with the Service or the Site or with other Users of the Service or the Site, or any violation of these Terms of Use or of any law or the rights of any third party. The previous sentence shall not apply to any extent to Users while acting as an investor or while registering as an investor in connection with their (i) posting of User Content or (ii) use of the Site or Service.

XXIV. Other

The failure of the Company to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision in that or any other instance. If any provision of these Terms of Use is held invalid, the remainder of these Terms of Use shall continue in full force and effect. If any provision of these Terms of Use shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.