



# PimpMySocial Terms & Conditions

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These Terms of Service are effective as of September 01, 2016. THESE TERMS OF SERVICE ("TERMS") GOVERN YOUR USE OF OUR SERVICE. IF YOU REGISTER FOR A FREE TRIAL OF OUR SERVICE, THESE TERMS WILL ALSO GOVERN THAT FREE TRIAL.

## I. Acceptance of Terms

1. PimpMyCompany sprl ("PimpMyCompany", "We" or "Our") provides its Service (as defined below) to You through its web site located at [www.PimpMySocial.com](http://www.PimpMySocial.com) (the "Site", "PimpMySocial"), subject to these Terms.
2. By accepting the Terms, or by accessing or using the Service or Site, You represent and acknowledge that You have read, understood, and agree to be bound by these Terms, and that the information You provide in registering to the Service is accurate, complete, and is Yours or within Your right to use. If You are entering into these Terms on behalf of a company or another legal entity, You represent that You have the authority to bind such entity and its affiliates to these Terms, in which case the terms "You," "Your" or related capitalized terms herein shall refer to such entity and its affiliates. If You do not have such authority, or if You do not agree with these Terms, You must not accept these Terms and may not use the Service.
3. You acknowledge that these Terms constitute a contract between You and PimpMyCompany, even though it is electronic and is not physically signed by You and PimpMyCompany. You further acknowledge that these Terms govern Your use of the Service and, except for written addendums signed by the parties that specifically modify these Terms, these Terms supersede any other agreements between You and PimpMyCompany.

## II. Availability of the Site

You acknowledge that there may be interruptions in service or events that are beyond our control. While we use reasonable efforts to keep the Site accessible, the Site may be unavailable from time to time for any reason including, without limitation, routine maintenance. You understand and acknowledge that due to circumstances both within and outside of our control, PimpMySocial access may be interrupted, suspended or terminated. You further understand that there may be interruptions in service or events on third-party sites, including, but not limited to, Facebook, Twitter, etc., that will affect your use of the Service (defined below) and that are beyond our control to prevent or correct. Interruptions in the Service that are beyond our control shall not serve as a basis to terminate your subscription or demand a full or partial refund of any prepaid fees.

## III. Description of Service

1. The **"Service" includes (a) the Site and** (b) the other services provided to You through the Site based on the plan purchased, including all software, data, text, images, sounds, videos, and other content made available through the Site



(collectively, "Content"). Any new features **or** Mobile Applications added to or augmenting the Service are also subject to these Terms. Certain new features made generally available at no cost to all subscribing customers will be made available to You at no additional charge. However, the availability of some new features may require the payment of additional fees, and **We** will determine at its sole discretion whether access to any other such new features will require an additional fee.

2. The Service may also include basic or expanded services based on the Service plan purchased. **PimpMyCompany** will use commercially reasonable efforts to make the Service available as detailed in the applicable Service plan, except for: (a) planned downtime, or (b) any unavailability caused by circumstances beyond Our reasonable control, such as, but not limited to, acts of government, acts of terror or civil unrest, or technical failures beyond Our control.
3. PimpMyCompany may offer Free Trial accounts where you may use the Service free of charge for a specified time period. Upon expiration of this time period, your access to the Service will be terminated unless you choose to pay the applicable subscription fee and become a subscriber. You understand that only a single Free Trial account will be granted for a given email address. The provision, maintenance and termination of Free Trial accounts are within the sole discretion of PimpMyCompany. We have no obligation or liability related to the provision, maintenance and termination of Free Trial accounts.

#### **IV. Third Party Services**

1. External Sites. The Service may contain links to, or otherwise may allow You to connect to and use certain third party products, services or software under separate terms and conditions (collectively, "Third-party Services") in conjunction with Our Service. If You decide to access and use such Third-party Services, be advised that Your use of such Third-party Services is governed solely by the terms and conditions of such Third-party Services, and We do not endorse, are not responsible for, and make no representations as to such Third-party Services, their content or the manner in which they handle Your data. PimpMyCompany is not liable for any damage or loss caused or alleged to be caused by or in connection with Your access or use of any such Third-party Services, or Your reliance on the privacy practices or other policies of such Third-party Services.
2. Integration. The Service may contain features that enable various Third-party Services (such as social media services like Facebook and Twitter) to be directly integrated into your PimpMySocial account. To take advantage of these features, You will be required to register for or log into such Third-party Services on their respective websites. By enabling third party services within the Service, You are allowing PimpMyCompany to pass Your log-in information to these Third-party Services for this purpose.

#### **V. Billing, Plan Modifications and Payments**

1. Billing and Payments. Unless otherwise agreed to in writing by PimpMyCompany, the Service is made available on a pay-as-you-go basis and is charged at the start of Your elected subscription term (generally monthly or annually). If You do not



provide Your credit card or other payment information to PimpMyCompany before the expiration of any applicable free trial period, Your account will be suspended until payment information and charge authorization are provided. You will be promptly billed and, if applicable, any trial period will terminate. Unless You cancel Your subscription prior to the expiration of its current subscription term, We will automatically renew Your subscription based on Your plan's renewal cycle and will charge Your credit card with the applicable renewal subscription fees. Subscriptions must be cancelled at least 3 days prior to expiration thereof to avoid automatic renewal. You may cancel your subscription by visiting the Billing page in PimpMySocial (in the Settings Page) and clicking on Deactivate My Account. This will prevent any further payments from occurring.

2. The Service provides an interface for the account owner to change credit card information (e.g., upon card renewal).
3. **Modifying Your Subscription.** If You choose to upgrade Your plan or buy Packs (in-app Purchase) during Your elected subscription period, any incremental cost will be prorated over the remaining term of the subscription period and charged to Your account. You will be charged the adjusted rate on subsequent billing cycles. If your payments for the Service are made by credit card, your credit card will be billed the prorated charge at the time your account is modified. Except as provided in Section 10, regardless of Your billing cycle, there are no refunds or credits for partial months of Service, plan downgrades, or refunds for unused time if You close Your account before the end of Your subscription period. Downgrading Your plan level may cause the loss of content, features, or capacity of Your account and PimpMyCompany does not accept any liability for such loss.
4. **Authorization to Charge Your Credit Card.** By becoming a subscriber of the Service and submitting your credit card information to PimpMyCompany, you authorize PimpMyCompany to store your payment card information and to charge the billing source you have provided for your account according to the subscription plan you selected until your account is terminated.
5. **Overdue charges.** If You fail to pay your subscription fee on time, or if Your credit card payment information is entered in error or does not go through for processing and You do not update payment information upon Our request, your entire subscription may be suspended or cancelled. Even after your subscription is suspended or cancelled, You will still have access to the Site, and you will be able to access your account information to restore your access to the Service by providing a proper billing source. After your subscription is terminated, we will keep your current account settings on file for 90 days. After that time, PimpMyCompany reserves the right to remove such settings from our servers with NO liability or notice to you.
6. **Billing Privacy.** PimpMyCompany uses a third-party intermediary to manage credit card processing and this intermediary could store, retain, or use Your billing information to process Your credit card information for PimpMyCompany. For more information about Our billing practices and Your personal information please visit Our Privacy Policy.
7. **Taxes.** Unless otherwise stated, Our charges do not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively "Taxes"). You are responsible for paying Taxes except those



assessable against PimpMyCompany based on its income. We will invoice You for such Taxes if we believe we have a legal obligation to do so.

## **VI. Intellectual Property Rights**

1. PimpMyCompany retains all rights, title and interest in and to all patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights (collectively, "Intellectual Property Rights") related to the Service. The rights granted to You to use the Service under these Terms do not convey any additional rights in the Service, or ownership of any Intellectual Property Rights associated therewith.
2. As between You and PimpMyCompany You own the information you provide PimpMyCompany or input on third-party websites through the Service. You grant PimpMyCompany a nonexclusive, revocable, worldwide, perpetual, unlimited fully paid up and royalty-free right to us to use copy, prepare derivative works of, distribute, publish, remove, retain, add, process, or analyze the foregoing described information for the sole purpose of providing the Service to You and Your Users (as defined below). By providing information to us or to third-parties through the Service, You represent and warrant that You are entitled to and authorized to submit the information and that the information is accurate, not confidential, and not in violation of any contractual restrictions or other third party rights. Licensee may not upload, post or otherwise make available through the Service any material protected by copyright, trademark, or any other proprietary right without first having obtained all rights, permissions and consents necessary (a) to make such content available on or through the Service, and (b) to grant PimpMyCompany the limited rights to use the content as set forth in this Agreement. The burden of determining whether any content is protected by any such right is on You.
3. PimpMyCompany shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to incorporate into the Service or otherwise use any suggestions, enhancement requests, recommendations or other feedback ("Feedback") We receive from You. You understand and agree, however, that PimpMyCompany is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and You have no right to compel such use, display, reproduction, or distribution.
4. PimpMySocial, and PimpMyCompany's other product and service names, and logos used or displayed on the Service are registered or unregistered trademarks of PimpMyCompany (collectively, "Marks"), and You may only use such Marks to identify yourself as a customer and user of the Service; provided You do not attempt, now or in the future, to claim any rights in the Marks, degrade the distinctiveness of the Marks, or use the Marks to disparage or misrepresent PimpMyCompany, its services or products.
5. All rights, title and interest in and to the Service and its components, including all related intellectual property rights, will remain with and belong exclusively to PimpMyCompany and its third-party vendors.
6. Upon subscribing to the Service and subject to Your compliance with the terms and conditions of these Terms, PimpMyCompany grants you a non-exclusive, non-transferable, non-sublicenseable, revocable license to access and use the



Service (for the particular subscription purchased) and the Site, strictly in accordance with this Agreement and subject to all the limitations set forth in this Agreement. If applicable to the plan for which you have subscribed, you may create separate logins under your account for as many end user clients (each a "User") as your plan permits

## **VII. Account Registration**

1. Subject to the terms and conditions of these Terms, You agree to access and use the Service only for Your internal business purposes as contemplated by these Terms. In order to use the Service, you are required to register for our service for which you will pay a subscription fee for use of the Service following the expiration or termination of any Free Trial accounts. The subscription fee, following the expiration or termination of any Free Trial accounts, must be prepaid in order to use the Service.
2. If You add Users to your account, You must contractually bind each of such User to these Terms and, as between You and PimpMyCompany you will be solely liable for any breach of these Terms by Your Users. By adding any User to your account, You represent and warrant that: (i) You have obtained all necessary authorizations, consents, and licenses from such User to bind it to this Agreement. You are at all times fully responsible and liable for all acts and omissions by Your Users and You agree to indemnify PimpMyCompany for all claims and losses related to any such acts and/or omissions.
3. To be eligible to use the Service, you must meet the following criteria and represent and warrant that you: (1) are 18 years of age or older; (2) are not currently restricted from the Service, or not otherwise prohibited from having a PimpMySocial account, (3) are not a competitor of PimpMyCompany (and/or any of its Products and Services) or are not using the Service for reasons that are in competition with PimpMyCompany (and/or any of its Products and Services); (4) have full power and authority to enter into this Agreement and doing so will not violate any other agreement to which you are a party; (5) will not violate any rights of PimpMyCompany, including intellectual property rights such as copyright or trademark rights; and (6) agree to provide at Your cost all equipment, software, and internet access necessary to use the Service.

## **VIII. Use of the Service**

1. You shall not, and shall not permit, induce or encourage any third party (including, without limitation, any User) (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than as expressly permitted by these Terms; (b) use the Service to process data on behalf of any third party, (c) modify, adapt or hack the Service to falsely imply any sponsorship or association with PimpMyCompany, or otherwise attempt to gain unauthorized access to the Service or its related systems or networks; (d) use the Service in any unlawful manner, including but not limited to violation of any persons privacy rights, infringing any person's intellectual property rights, or sending spam or otherwise duplicative or unsolicited messages in violation of applicable law, (e) use the Service in any manner that interferes with or disrupts the



integrity or performance of the Service and its components; (f) attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any software making up the Service; (g) use the Service to knowingly post, upload, link to, send or store any content that is unlawful, racist, hateful, obscene, discriminatory, or contains any viruses, malware, Trojan horses, time bombs, or any other similar harmful software; (h) attempt to use any method to gain unauthorized access to any paid features of the Site; (i) unless otherwise explicitly agreed to in writing by PimpMyCompany, use the Site or any content obtained from it to develop, as a component of, any information, storage and retrieval system, database, information base, or similar resource (in any media now existing or hereafter developed), that is offered for commercial distribution of any kind, including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism; (j) use automated scripts to collect information from or otherwise interact with the Site or the Service; (k) deep-link to the Site for any purpose, unless expressly authorized in writing by PimpMyCompany; (l) impersonate any other user of the Service; or (m) try to use, or use the Service in violation of these Terms.

2. You are responsible for all information, data, text, messages or other materials that You or Your Users post or otherwise transmit via the Service. You are responsible for maintaining the confidentiality of Your login and account, and are fully responsible for any and all activities that occur under or in connection with Your login or account. You agree and acknowledge that Your login may only be used by one (1) person, and that You will not share a single login among multiple people. You agree that You will not sell, trade or otherwise transfer Your login or account to another party and that you will not, unless otherwise specifically agreed to in writing by PimpMyCompany, charge anyone for access to any portion of the Site, or any information therein. You agree that you are responsible for anything that happens through your account, including the acts or omissions of your Users.

## **IX. Data Privacy and Security**

1. In providing You the Service We shall maintain appropriate administrative, physical and technical safeguards to protect the security, confidentiality and integrity of Your data and the personal data of Your end-users. These safeguards include encryption of Your data in transmission (using SSL or similar technologies), except for external third party integrations that do not support encryption, which You may link to the Service at Your choice. We agree to promptly notify You in the event that PimpMyCompany learns or has reason to believe that any person or entity has breached PimpMySocial's measures, or gained unauthorized access to Your data ("Information Security Breach"). Upon any such discovery, We will: (a) investigate, and mitigate the effects of the Information Security Breach, (b) use Our best efforts to ensure that such Information Security Breach will not recur, and (c) assist You in remediation of the Information Security Breach. We shall use commercially reasonable efforts to promptly and properly deal with inquiries and requests from You in relation to the processing of Your data.
2. You agree that PimpMyCompany can access Your account information in order to respond to Your service requests and/or as necessary, in Our sole discretion, to



provide You with the Services. We will not disclose such data except if compelled by law, permitted by You, or pursuant to the terms of the PimpMyCompany Privacy Policy, which is available at [www.PimpMySocial.com](http://www.PimpMySocial.com) and is incorporated into these Terms. We agree to store, use and process Your business contact information, including names, business phone numbers, and business e-mail addresses only to the extent necessary to provide You the Services. We will not disclose such business contact information to third parties except if permitted by You in writing.

3. The Privacy Policy governs our treatment of any information, including personally identifiable information, you submit to us. Please note that certain information, statements, data, and content which You may submit to or through the Service may reveal your gender, ethnic origin, nationality, age, and/or other personal information about You. You acknowledge that Your submission of any information, statements, data, and content to Us is voluntary on Your part. The Privacy Policy is incorporated into this Agreement by reference.
4. For Your personal data or personal information (collectively, "Your personal data") received by PimpMyCompany from the European Union (EU) in any form or format with respect to any identified or identifiable person covered by the European Union Privacy Directive PimpMyCompany agrees to comply as follows: (i) when acting in the capacity of a data processor, PimpMyCompany only acts on Your instructions and does not control or share Your personal data without direction from You and (ii) when acting in the capacity of a data controller, PimpMyCompany will adhere to the EU Safe Harbor Privacy Principles regarding the collection, use and retention of personal information from European Union member countries

## **X. Cancellation and Termination**

1. You may cancel your account with PimpMySocial at any time; however, unless PimpMyCompany is in breach of this Agreement and does not cure said breach within thirty (30) days of receiving written notice from You of an actual breach, identifying specifically the nature of the breach, You are not entitled to any refunds. We may suspend or cancel Your account without notice or refund to You if you violate this Agreement. If your account is cancelled, PimpMyCompany reserves the right to remove Your account information along with any account settings from our servers with NO liability or notice to You. Once Your account information and account settings are removed, You will not be able to recover this data and You will lose access to all of Your content (except that content stored/published to third-party websites, that data will remain on said third-party websites pursuant to those website's terms and conditions). If You cancel the Service before the end of Your current paid-up subscription period, Your cancellation will take effect immediately and You will not be charged again.
2. PimpMyCompany reserves the right to (i) modify or discontinue, temporarily or permanently, the Service (or any part thereof) and (ii) refuse any/all current and future use of the Service, suspend or terminate your account or any part thereof (or Your use of the Service), and remove and discard any of Your content within the Service if We believe that You have violated these Terms. PimpMyCompany will use reasonable efforts to contact You directly via email to warn You prior to suspension or termination of Your account. Any suspected fraudulent, abusive, or



illegal activity may be grounds for immediate termination of Your use of Service, and may be referred to law enforcement authorities. PimpMyCompany shall not be liable to You or any third party for any modification, suspension or discontinuation of the Service.

## **XI. Disclaimer of Warranties and Liability**

1. The service, including the site and content, and all server and network components are provided on an “as is” and “as available” basis, without any warranties of any kind to the fullest extent permitted by law, and PimpMyCompany expressly disclaims any and all warranties, whether express or implied, including, but not limited to, the implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement.
2. PimpMyCompany does not represent or warrant that the service, content or materials from or related to the service are accurate, complete, reliable, current or error-free or that the site or the service, servers, or any platform applications are free of viruses or other harmful components. Therefore, you should exercise caution in the use and downloading of any such software, content or materials and use industry-recognized software to detect and disinfect viruses. All responsibility or liability for any damages caused by viruses contained within the electronic file containing a form or document is disclaimed. Without limiting the foregoing, you understand and agree that you download or otherwise obtain content, material, data or software (including any mobile client) from or through the site, the software, or any platform applications at your own discretion and risk and that you will be solely responsible for your use thereof and any damages to your mobile device or computer system, loss of data or other harm of any kind that may result.
3. No information or advice obtained from PimpMyCompany or through the service shall create any warranty not expressly stated in these terms. PimpMyCompany disclaims all liability for damages caused by any such interruption or errors in the functioning of the website, except as otherwise expressly set forth herein. Furthermore, PimpMyCompany disclaims all liability for any malfunctioning, impossibility of access, or poor use conditions of the service due to inappropriate equipment, disturbances related to internet service providers, to the saturation of the internet network, 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, problems related to the service or its use, loss of personal content on the site, lost or undeliverable email, and for any other reason. Under no circumstances will PimpMyCompany be responsible for any loss or damage, including, but not limited to personal injury or death, resulting from use of the site or the service, or any interactions between users of the site or the service, whether online or offline.
4. PimpMyCompany provides the platform for the service. PimpMyCompany does not control or vet user generated content for accuracy. Although we provide rules for user conduct and postings, we do not control and we are not responsible for what users post, transmit or share on or through the site or any other website (even if such content is published on or through the site). Furthermore, we are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content you may encounter on the site. PimpMyCompany is not



responsible for the conduct, whether online or offline, of any user of the site or the service. Further, PimpMyCompany is not responsible or liable in any manner for any 3rd party applications, software, viruses, etc. That are uploaded or posted on the site, caused by users of the site, or that are related to the use of the service by third parties, or caused by any third parties' use of the equipment or programming associated with or utilized in the site or the service.

5. PimpMyCompany cannot guarantee and does not promise any specific results from use of the site and/or the service.
6. We do not monitor content published through the service and we are not responsible for content published through the service. Notwithstanding the foregoing, PimpMyCompany reserves the right to delete, move, or edit messages or materials, including, but not limited to, advertisements, public postings, and messages, that we, in our sole discretion, deem necessary to be removed.

## **XII. Limitation of Liability**

1. No consequential damages. Under no circumstances and under no legal theory (whether in contract, tort, negligence or otherwise) will PimpMyCompany, its affiliates or their respective officers, directors, employees, agents, suppliers or licensors be liable to the you, your users or any other third party for any indirect, incidental, special, exemplary, consequential, punitive or other similar damages, including lost profits, lost sales or business, lost data, business interruption or any other loss incurred by such party in connection with these terms or the service, regardless of whether PimpMyCompany has been advised of the possibility of or could have foreseen such damages.
2. Limits on monetary damages. Notwithstanding anything to the contrary in these terms, PimpMyCompany's (including any of its affiliates) aggregate liability for damages (monetary or otherwise) under these terms shall be limited to the payments made by you for the service during the twelve (12) months preceding the claim. The parties acknowledge and agree that the essential purpose of this section 13.2. is to allocate the risks under these terms between the parties and limit their potential liability given the fees charged under this agreement, which would have been substantially higher if PimpMyCompany were to assume any further liability other than as set forth herein. The parties have relied on these limitations in determining whether to enter into these terms.
3. Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to you. In these jurisdictions, PimpMyCompany's liability will be limited to the greatest extent permitted by law.

## **XIII. Indemnification**

You agree to defend, indemnify, and hold harmless PimpMyCompany from and against any claims, actions or demands, including, without limitation, reasonable legal and professional services fees, arising or resulting from Your or Your Users' breach of these Terms, or Your and Your Users' access to, use, misuse or illegal use of the Service. PimpMyCompany will provide You notice of any such claim, suit, or proceeding. PimpMyCompany reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section, in which case You agree to



cooperate with any reasonable requests to assist PimpMyCompany defense of such matter.

#### **XIV. Assignment**

Neither party may assign these Terms or any of its rights under these Terms, directly, by operation of law or otherwise, without the prior written consent of the other party, except that PimpMyCompany may assign these Terms, without Your consent to a parent, affiliate, or successor by way of a merger or reorganization. Subject to the foregoing restrictions on assignment, these Terms will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns. Any assignment in violation of this Section will be void. These Terms shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties hereto.

#### **XV. Entire Agreement; Amended Terms**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, all previous understandings whether oral or written having been merged herein. No representations or warranties have been made other than those expressly set forth herein. Without limiting the foregoing, the parties have not relied on any oral statements that are not included in the Terms. Except as otherwise provided in these Terms, the Terms may not be changed, modified, renewed, extended, or discharged or any covenant or provision hereof waived except by an agreement in writing signed by both parties. These Terms supersede prior versions of these Terms. We may amend these Terms from time to time, in which case the new Terms will supersede prior versions. We will notify You of such changes and direct You to the latest version. Upon notice of modification of these Terms, except such modifications required by law, You may notify us within two weeks of Our sending You notice of the amended Terms that You are exercising Your right to terminate Your subscription to the Service. Upon termination of your Subscription under this Section, any prepaid fees will be prorated and returned to You. If You do not notify use within two weeks or if you continue using the Service after we have provided notice of any changes to these Terms, you will be deemed to have accepted the revised Terms.

#### **XVI. Severability**

If any provision of these Terms, or the application thereof under certain circumstances, is held to be invalid or unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms, or the application of such provision under other circumstances, shall remain in full force and effect.

#### **XVII. Relationship; Independent Contractor**

Nothing herein contained shall be so construed as to constitute the parties as principal and agent, employer and employee, partners or joint venturers, nor shall any similar relationship be deemed to exist between the parties. Neither party shall have any power to obligate or bind the other party, except as specifically provided herein.



## **XVIII. Survival**

Sections 1 (Acceptance of Terms), 5 (Billing, Plan Modifications and Payments), 6 (Intellectual Property Rights) 10 (Cancellation and Termination), 11 (Disclaimer of Warranties and Liability), 12 (Limitation of Liability), 13 (Indemnification), 14 (Assignment), 15 (Entire Agreement; Amended Terms), 16 (Severability), 17 (Relationship; Independent Contractor), 19 (Governing Law), 20 (Arbitration of Disputes), and 21 (No Waiver) will survive any termination of these Terms.

## **XIX. Governing Law**

The validity, interpretation and performance of these Terms shall be governed by and construed solely and exclusively in accordance with the laws of Belgium, without giving effect to any law that would result in the application of the law of another jurisdiction or to the United Nations Convention on the International Sale Of Goods.

## **XX. Arbitration of Disputes**

If we cannot amicably resolve any legal dispute or damage claim that should arise from your interactions with the Site, the Service, and/or PimpMyCompany, you agree to resolve any such dispute or damage claim under the CEPANI Rules of Arbitration by three (3) arbitrators appointed in accordance with those Rules. The seat of the arbitration shall be Brussels, and the arbitration shall be conducted in the French language. Notwithstanding the foregoing, any party may seek immediate injunctive or other interim relief from any court of competent jurisdiction with respect to any matter for which monetary damages would not adequately protect such party's interests or otherwise to enforce and protect Intellectual Property Rights owned by or licensed to such Party..

## **xxi. No Waiver**

PimpMyCompany's failure to enforce at any time any provision of these Terms does not constitute a waiver of that provision or of any other provision of these Terms.