

## N21Mobile TERMS of Use (Updated May 16, 2018)

These N21Mobile Terms of Use and all other legal documents incorporated by reference (collectively, these "Terms" or this "Agreement") set forth the legal contract between each end user ("User" or "you" or "your") and Network Leadership (Pty) Ltd, Registration number 1997/10376/07, Longmeadow Business Estate East, 20 Devon Place, Modderfontein, South Africa ("N21", "we", "our" or "us") with respect to your access to and use of the <https://bw.n21mobile.com> website, (including any and all subdomains and including use of any products and services offered through our website(s) (collectively, the "https://bw.n21mobile.com website"). Our Services (as defined below) are provided through the <https://bw.n21mobile.com> website and associated applications, an interactive platform, where users can share and view Content (as defined below).

PLEASE READ CAREFULLY THESE TERMS (AND THEIR INCLUDED LINKED INFORMATION, SUCH AS OUR PRIVACY POLICY, WHICH IS HEREBY INCORPORATED BY REFERENCE). BY ACCESSING OR USING THE [HTTPS://BW.N21MOBILE.COM](https://bw.n21mobile.com) WEBSITE, OUR SERVICES, OR OUR PRODUCTS PURCHASED ON THE [HTTPS://BW.N21MOBILE.COM](https://bw.n21mobile.com) WEBSITE, YOU ACKNOWLEDGE AND REPRESENT THAT YOU:

- HAVE READ THESE TERMS AND THE PRIVACY POLICY
- UNDERSTAND THEM
- ACCEPT AND AGREE TO BE BOUND BY THEM
- ARE AT LEAST 18 YEARS OLD OR ARE ABLE TO FORM LEGALLY BINDING CONTRACTS
- AGREE TO COMPLY WITH ALL LAWS AND REGULATIONS (INCLUDING ANY POLICIES OF YOUR COMPANY) APPLICABLE TO YOU, TO THE USE OF THE SERVICES, THE [HTTPS://BW.N21MOBILE.COM](https://bw.n21mobile.com) WEBSITE, AND/OR THE INTERNET. IF YOU DO NOT AGREE TO ANY OF THESE TERMS, WE ARE UNWILLING TO GRANT YOU ACCESS TO THE [HTTPS://BW.N21MOBILE.COM](https://bw.n21mobile.com) WEBSITE OR THE SERVICES.

Some of our other sites, applications, services and tools may have additional terms that we provide to you when you access those sites, applications, services or tools.

**I. DEFINITIONS:** As used herein, the following capitalized terms in bold not otherwise defined in these Terms shall have the meanings set forth as follows: "**Content**" means and includes, without limitation, information (personal or otherwise), photos, images, artwork, graphics, videos, audios, animations, text, editorials, comments, writings, chat and text messages (including histories), music, liner notes, lyrics, and other elements and materials, in any media or format now known or hereinafter devised, whether physical, electronic, digital, analog or otherwise. Content may be owned or controlled by N21 and/or owned, submitted, uploaded, posted, displayed, or otherwise made available by you as a Registered User (as defined below). "**Feedback**" means any information you provide to us about the [www.n21mobile.com](http://www.n21mobile.com) website or the Services or products sold, whether as a comment, evaluation, or otherwise. "**Registered User**" refers to **Members** that have created a user account through the <https://bw.n21mobile.com> website. "**Professional Content**" refers to the content available through the N21Mobile Apps. "**N21 Mobile Apps**" consists of applications, such as N21 Media. "**Services**" means any and all services, tools, software, developer platform functionalities, mobile applications and functionalities relating to the <https://bw.n21mobile.com> website, including our monthly subscription services (e.g. Membership), and as may be provided by N21 from time to time.

## II. N21 SERVICES AND PRODUCTS

### A. Memberships and automatic renewal – With respect to Memberships:

1. A Membership is a monthly subscription service and as such requires renewal each month. The membership may be renewed by purchasing a prepaid activation code and entering the code into your account or by credit card. If you are paying by credit card, your membership **renews automatically every month using the Member's credit card**

**details on file for the Member**, and the amount charged to the Member's credit card depends on the applicable monthly Membership level subscribed to at the time of sign up, and any other purchases made by the Member on the <https://bw.n21mobile.com> website. A Member may select to upgrade, downgrade or cancel their Membership at any time on the <https://bw.n21mobile.com> website with the changes taking effect at the end of the current monthly billing cycle subscription period. "**Subscription Media Credits**" are credits allotted to Members based on their selected membership level which give such members the ability to access other purchases; Subscription Media Credits are allocated on the first day of each monthly billing cycle subscription period; unused Subscription Credits accrue from one billing cycle to the next and do not expire as long as you have a valid membership subscription.

2. Professional Content can only be accessed during the term of the Membership, and when such Membership is cancelled, access to any current or past Professional Content (including CEP acquired through the membership subscription) you accessed shall cease; however, in the event you renew your Membership within 12 months from cancellation, you will again have access to that Professional Content while your Membership is current.
3. Professional Content, the N21Mobile Apps, and any products, services, or applications downloaded via the <https://bw.n21mobile.com> website are also subject to the terms of the applicable [Member End User License Agreement](#) that will appear along with a "DONE" box or button, which you will have to click or check before you will be allowed to access the applicable content. *No Professional Content or other digital media is being offered for sale; only an applicable use license is being offered as provided in the applicable end user license agreement.*
4. Professional Content functionality requires an appropriate computer or smart device (Apple or Android) as well as internet access from said device.
5. To sign up for a Membership, you will need to purchase a prepaid access code or provide us with a current, valid, accepted method of payment, which you may update from time to time ("**Payment Method**") and you authorize us to charge your Payment Method for the subscriptions, services and products you purchase from us.
6. Other products and subscriptions offered by N21 (e.g. physical CD Continuing Education Programs) may be available at a discounted price for certain Membership types as indicated during sign up. If your Membership is downgraded to a lesser Membership type or not renewed for any reason and you still maintain a subscription to a product or service (e.g. physical CD Continuing Education Program), the price of such subscription to such product or service may increase if your previous Membership type entitled you to a discounted price; in such event, an E-mail notification will be sent to you informing you of any changes to ongoing subscription costs (e.g. physical CD Continuing Education Program) at the time of your Membership status change.

## **B. Billing –**

1. Billing Cycle. The Membership fee will be billed on a monthly billing cycle to your Payment Method on the day corresponding to the commencement of your Membership. For example, if you sign up for the Membership on May 4th, then your next monthly charge will occur on or about May 4<sup>th</sup>. In some cases, the timing of your billing may change, for example if your Payment Method has not successfully settled.
2. Payment Methods. You can change your Payment Method by logging into your account on the <https://bw.n21mobile.com> website. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not change your Payment Method or cancel your account, we will suspend your access to the applicable Services or subscription until we have obtained a valid Payment Method (or we may cancel your account if you do not provide us with a valid Payment Method). You authorize us to continue billing the Payment Method, as it may be updated. For certain Payment

Methods, the issuer of your Payment Method may charge you a foreign transaction fee or other charges. Check with your Payment Method service provider for details.

**C. Return, Refund, and Cancellation Policy -**

1. Subscription Fees - Currently, our Membership is offered only on a monthly basis; however, to the extent we offer any subscriptions options in the future that allow you to purchase multi-month, semi-annual or yearly memberships, any subscription fees you pay under those programs for any unused future prepaid *whole* months remaining on such applicable subscription which exist on the date you cancel such subscriptions are refundable.
2. **Membership Cancellation. You can cancel your Membership at any time, and you will continue to have access to the Membership service until the end of your monthly billing period. We do not provide refunds or credits for any partial-month membership periods or unused Subscription Credits. You can cancel your membership by logging into your account and clicking the appropriate "Cancel Subscription" icon or sending us an email at [support@sa.n21.com](mailto:support@sa.n21.com)**

**D. Members - Registered Users** - In order to use the Services available to a Registered User, you are required to set up an "Account." When you set up an Account, you are required to enter either a unique user ID or valid email address ("**User ID**") and password to access the Services (your User ID, password or Account information are, collectively, "**your Account**"). You may not transfer to or share your Account with other persons or entities, and you are solely responsible for maintaining the confidentiality of your Account. You are solely responsible for any and all use of your Account and all activities that occur under or in connection with it. You are responsible for any act or omission of any users accessing the <https://bw.n21mobile.com> website or Services under your Account that, if undertaken by you, would be deemed a violation of these Terms. Please notify us immediately if you become aware that your Account is being used without authorization. ***You agree not to register for an Account on behalf of an individual other than yourself.*** If your access to the <https://bw.n21mobile.com> website or use of the Services has previously been terminated by N21, then you may not register for a new account, or designate other individuals to use an account on their or your behalf. You agree to register using your real name and you agree that any information you submit about yourself is truthful and accurate. You warrant and represent that all information you provide to us as part of your registration is true, accurate, current and complete, and you agree to maintain and promptly update such information to keep it true, accurate, current and complete. If we believe or suspect that such information is untrue, inaccurate, not current or incomplete, we may deny or terminate your access to the <https://bw.n21mobile.com> website or the Services (or any portion thereof). You affirm that you are over 18 years of age and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms. **If you are under 18 years of age, then please do not use the <https://bw.n21mobile.com> website.**

**E. General Restrictions on Use** - When using the <https://bw.n21mobile.com> website or the Services, you agree that you will not do any of the following:

1. Revise or alter Content posted by others, and you agree not to post or use any Content in any manner that (a) infringes the copyright, trademark, trade secret, or other intellectual property or proprietary right of others, (b) violates the privacy, publicity, or other rights of third parties, (c) is discriminatory, defamatory, obscene, threatening, abusive, or hateful, as determined by N21 in its sole discretion, (d) is false or inaccurate, (e) violates any law, civil or criminal, or (f) violates our policies, including posting Content in an inappropriate category or areas on the <https://bw.n21mobile.com> website.

2. Circumvent or manipulate any applicable fee structure, billing process, or fees owed either to us or to our third party providers.
3. Modify or create any derivative product based on the <https://bw.n21mobile.com> website or the Services. You may not decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the <https://bw.n21mobile.com> website or the Services is compiled or interpreted, and nothing in these Terms should be interpreted as granting you any right to obtain or use source code.
4. Copy, replicate, transcribe or reproduce the “look and feel” of the <https://bw.n21mobile.com> website, including its features and functionalities.
5. Copy, modify or distribute rights or Content (that it is not yours) from the <https://bw.n21mobile.com> website or Services or that infringes our (or our Users’) copyrights and trademarks, including creating derivative works.
6. Harvest, mine, or otherwise collect and store information about other Users of the <https://bw.n21mobile.com> website or Services, including contact information, without their explicit consent.
7. Use the <https://bw.n21mobile.com> website or the Services for illegal purposes or facilitate access to illegal content.
8. Allow usage by others in such a way as to violate these Terms.
9. Forge headers or website elements or otherwise manipulate identifiers in order to disguise the origin of any content transmitted or received.
10. Upload, post, email, transmit or otherwise make available any content which belongs to third persons or to the respective legitimate owners.
11. Use the <https://bw.n21mobile.com> website or the Services to: (a) violate any local, state, national or international law, (b) stalk, harass or harm another individual, (c) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity, including but not limited to, N21, or its respective staff members, employees, leaders, forum leaders, or hosts, (d) provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated as a foreign terrorist organization, (e) interfere with or disrupt the <https://bw.n21mobile.com> website, the Services or servers or networks connected to either, or disobey any requirements, procedures, policies or regulations of networks connected to the <https://bw.n21mobile.com> website or the Services, (f) generate unsolicited email advertisements, chain letters, junk mail, spam or allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam), (g) attempt to gain unauthorized access to the <https://bw.n21mobile.com> website, other accounts, computer systems, or networks connected to the <https://bw.n21mobile.com> website through hacking, password mining or any other means, or obtain or attempt to obtain any materials or information through any means not intentionally made available through the <https://bw.n21mobile.com> website, (h) upload, post, email, transmit, distribute or otherwise make available any material that contains viruses, computer code or any other technologies that may harm us or our interests, Content or property of visitors or Users or limit the functionality of any software, hardware or other equipment, (i) circumvent, disable or otherwise interfere with security-related features of the <https://bw.n21mobile.com> website or Services or features that prevent or restrict use or copying of any Content or enforce limitations on use of the <https://bw.n21mobile.com> website or Services or the Content therein, (j) without our written consent, use any high volume, automated, or electronic means to access the

<https://bw.n21mobile.com> website or the Services (including, without limitation, robots, offline readers, spiders or scripts), (k) without our written consent frame the <https://bw.n21mobile.com> website, place pop-up windows over its pages, or otherwise affect the display of its pages, or (l) resell or sublicense access to the Services to any third party.

#### **F. Content -**

1. Content is provided by N21 to you AS IS. You may access Content for your information and personal use solely as intended through the provided functionality of the <https://bw.n21mobile.com> website and the Services and as permitted under these Terms. You shall not download any Content unless you see a "download," "stream" or similar button or link displayed by N21 on the <https://bw.n21mobile.com> website or the Services for that Content. You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content for any other purposes without the prior written consent of N21 or the respective licensors of the Content. N21 and its licensors reserve all rights not expressly granted in and to the <https://bw.n21mobile.com> website, the Services and the Content.
2. You understand that when using the <https://bw.n21mobile.com> website and the Services, you will be exposed to Content from a variety of sources, and that N21 is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content.
3. Nothing in these Terms shall be deemed to confer any rights or benefits to third parties.

**G. Ownership of the <https://bw.n21mobile.com> website -** Except with respect to your Content, as between you and us, we and/or our vendors and suppliers, as applicable, retain all right, title and interest in and to the <https://bw.n21mobile.com> website, the Services, the Content, and all tools, and all related intellectual property rights. The <https://bw.n21mobile.com> website as a whole is copyrighted as a collective work and individual works or content appearing on or accessible through the <https://bw.n21mobile.com> website owned by or licensed to N21 or its content providers are likewise subject to copyright protection domestically and internationally. Likewise, all software, code, proprietary methods and systems used to provide the <https://bw.n21mobile.com> website or the Services ("**Our Technology**") may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without our prior written permission and the prior written permission of our applicable licensors. You must abide by all copyright notices, information, or restrictions contained in or attached to any of Our Technology. Nothing in these Terms grants you any right to receive delivery of a copy of Our Technology or to obtain access to Our Technology except as generally and ordinarily permitted through the <https://bw.n21mobile.com> website according to these Terms. Certain of the names, logos, distinctive features, source identifiers and other materials displayed on the <https://bw.n21mobile.com> website or in the Services, including its "**look and feel**", constitute trademarks, trade names, service marks, trade dress or logos ("**Marks**") of us or other entities. All Marks not owned by N21 that appear on the <https://bw.n21mobile.com> website are the property of their respective owners. You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with us or those other entities. Unless you first obtain the copyright owner's prior written consent, you may not copy, distribute, publicly perform, publicly display, digitally perform (in the case of sound recordings), or create derivative works from any copyrighted work made available or accessible via the <https://bw.n21mobile.com> website or the Services.

**H. Feedback; Diagnosis of Problems -** Your feedback is welcomed and encouraged. If we solicit your feedback or opinion regarding any areas of our business, the <https://bw.n21mobile.com> website or the Services, and if you want to send us your feedback we simply request that you send it to us by emailing [support@sa.n21.com](mailto:support@sa.n21.com). You hereby expressly permit N21 or its authorized contractors and partners to access Your Account and Content in order investigate and diagnose actual or potential defects or other technical problems with the <https://bw.n21mobile.com> website.

**I. Use of Third-Party Offerings -** You may be able to access websites, content or services provided by third parties through links that are made available on the <https://bw.n21mobile.com> website. Additionally, from time to time N21 may refer you to one or more of our business partners who make available

products or services through their respective websites or by other means (e.g., by mail or otherwise). We refer to all such other websites, content, services and products as “**Third-Party Offerings.**” For example, we may permit third parties with related services to link their products and services on the <https://bw.n21mobile.com> website, and those links may redirect you to the website(s) of the third parties. Unless we otherwise inform you on the <https://bw.n21mobile.com> website, your use of any such Third-Party Offerings is not required in order to access and/or use the <https://bw.n21mobile.com> website, the Services or our products. If you elect to use such Third-Party Offerings, and/or if you elect to ‘click’ on a link or button, you understand that you will be leaving the <https://bw.n21mobile.com> website and your use of any such Third-Party Offering will be subject to any terms and conditions required by the applicable third party provider(s). You understand that we are not the provider of, and are not responsible for, any such Third-Party Offerings and that these Terms do not themselves grant you any rights to access, use, download content from or purchase any Third-Party Offerings. The fact that we link to a third-party website or service is not an endorsement or representation of our affiliation with that third party, nor is it an endorsement of their privacy or information security policies, term of use, business practices or their compliance with laws. We do not exercise control over third party websites or services. We encourage you to read the privacy policies and terms of use of the other websites and services you use and the terms of the offers in which you participate. You agree that N21 is not responsible for nor will it be liable to you or any third party for your interaction with such third parties.

**J. Purchasing Business Support Materials** - You understand, acknowledge, and agree that: (a) your own hard work is a key ingredient to any success you may have as an independent business owner, (b) no one can promise or guarantee that the use of any specific method, approach, or sales aid will result in a more profitable business or the achievement of any specified level of success, (c) no one can promise or guarantee that the techniques, attitudes, or approaches suggested in N21 materials will work for you, and (d) your purchase of N21 products and services is strictly optional and voluntary on your part, and is not required.

**K. Materials Independently Produced** - N21 products and services are published exclusively by N21 and are not endorsed or approved by any other person or entity, unless otherwise stated.

**L. Governing Law/ Class Action Waiver-**

**1. This Agreement, and the respective rights and obligations of the parties hereunder, shall be governed by, and construed in accordance with, the laws of the country listed in our address above.**

**2. TO THE EXTENT PERMITTED BY APPLICABLE LAW, you agree that any action in respect of any cause of action relating to <https://bw.n21mobile.com> website, the Services, Content, or our products, and/or these Terms must be instituted and served within one (1) year after such claim or cause of action arose or be forever barred. If applicable law prohibits a one-year limitation period for asserting claims, any claim must be asserted within the shortest time permitted by applicable law.**

**3. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AND N21 AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and N21 agree, no arbitrator or judge may**

consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

- M. Lines of Sponsorship** - If you identify errors in the N21 lines of sponsorship, please notify N21 via e-mail at support@sa.n21.com. N21 has the exclusive right and sole discretion to make changes to the N21 lines of sponsorship.

**III. TERMINATION** - These Terms will become effective and binding when you use the <https://bw.n21mobile.com> website or the Services, when you voluntarily provide any information about yourself to us, or when you indicate your agreement by following any instructions we place on the <https://bw.n21mobile.com> website (such as buttons labeled "I Agree" or "I Accept"). You do not need to inform us if you wish to stop using the <https://bw.n21mobile.com> website or the Services. Your rights under these Terms will automatically and immediately terminate if you fail to comply with your promises and obligations stated in these Terms. You understand that if you want to use the <https://bw.n21mobile.com> website or the Services after termination of your Account, you may need to re-register and provide us with your information again. Without limiting other remedies, we also reserve the right to limit or partially terminate or suspend the Services and your Account, prohibit access to the <https://bw.n21mobile.com> website and Content, the Services and our products, delay or remove any Content, take technical and legal steps to keep any visitors or Users from using the <https://bw.n21mobile.com> website if we think that they are creating problems or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the letter or spirit of our policies. For example, N21 will terminate a user's access to the <https://bw.n21mobile.com> website and the Services if, under appropriate circumstances, the user is determined to be a repeat infringer. N21 reserves the right to decide whether Content violates these Terms for reasons other than copyright infringement, such as, but not limited to, obscenity or excessive length. N21 may at any time, without prior notice and in its sole discretion, remove such Content and/or terminate Your Account for submitting such material in violation of these Terms. ***You hereby understand and agree that in addition to the above listed causes, N21 reserves the right, at all times, to remove Content and/or terminate Accounts if we consider, at our sole discretion, such Content or Account to be immoral, unprofessional, dishonest, indecent, obscene, unethical, unprincipled, spurious, strange, outlandish or in violation of the standards of excellence and professionalism that we strive for in connection with the <https://bw.n21mobile.com> website.*** The terms of this Agreement, including Sections II(L), III, and IV, that by their sense and context are intended to survive the cancellation or termination of this Agreement, shall so survive any cancellation or termination of this Agreement.

#### **IV. DISCLAIMERS, LIMITATIONS AND EXCLUSIONS OF LIABILITY**

- A. No Warranties** THE SERVICES, THE <https://bw.n21mobile.com> website, THE PRODUCTS WE OFFER FOR SALE, AND ALL INFORMATION, CONTENT, MATERIALS AND SERVICES RELATED TO THE FOREGOING ARE PROVIDED 'AS IS.' TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, N21 AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, NON- INTERFERENCE, SYSTEM INTEGRATION AND ACCURACY OF DATA. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. N21 AND ITS AFFILIATES DO NOT WARRANT THAT YOUR USE OF THE [HTTPS://BW.N21MOBILE.COM](https://bw.n21mobile.com) WEBSITE AND/OR THE SERVICES WILL BE UNINTERRUPTED, ERROR -FREE OR VIRUS FREE. THE DOWNLOAD OF ANY CONTENT THROUGH THE SERVICES AND/OR THE [HTTPS://BW.N21MOBILE.COM](https://bw.n21mobile.com) WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOAD OF ANY SUCH CONTENT OR FROM RELIANCE UPON SUCH CONTENT, AND YOU ARE ADVISED TO MAINTAIN OFFLINE BACKUP COPIES OF

ALL CONTENT. N21 IS NOT THE PROVIDER OF, AND MAKES NO WARRANTIES WITH RESPECT TO, ANY THIRD-PARTY OFFERINGS. N21 DOES NOT GUARANTEE THE SECURITY OF ANY INFORMATION TRANSMITTED TO OR FROM THE [HTTPS://BW.N21MOBILE.COM](https://BW.N21MOBILE.COM) WEBSITE; AND YOU AGREE TO ASSUME THE SECURITY RISK FOR ANY INFORMATION YOU PROVIDE USING THE [HTTPS://BW.N21MOBILE.COM](https://BW.N21MOBILE.COM) WEBSITE OR THE SERVICES. NO REPRESENTATION OR WARRANTY IS MADE THAT THE [HTTPS://BW.N21MOBILE.COM](https://BW.N21MOBILE.COM) WEBSITE OR THE SERVICES PROVIDE COMPREHENSIVE OR ACCURATE INFORMATION. WE RESERVE THE RIGHT TO FILTER, MODIFY OR REMOVE CONTENT, MEDIA, INFORMATION OR ANY OTHER MATERIAL FROM THE [HTTPS://BW.N21MOBILE.COM](https://BW.N21MOBILE.COM) WEBSITE OR THE SERVICES AND FROM THE OUTPUT OF THE [HTTPS://BW.N21MOBILE.COM](https://BW.N21MOBILE.COM) WEBSITE OR THE SERVICES. *Though we strive to enforce our Content related rules with all of our users, including Registered Users, you may be exposed through the <https://bw.n21mobile.com> website or the Services to Content that violates our policies or is otherwise offensive. You use the <https://bw.n21mobile.com> website and the Services at your own risk. We may, but are not obligated to, terminate user accounts and/or remove Content from the <https://bw.n21mobile.com> website if we determine or suspect that those accounts or Content violate these Terms. We take no responsibility for your exposure to Content on the <https://bw.n21mobile.com> website whether it violates our content policies or not. You understand that the information and opinions in Content uploaded by third parties represent solely the thoughts of the author and are neither endorsed by us nor do they necessarily reflect our beliefs.*

- B. **Limitation of Liability** USE OF THE N21 SERVICES, THE [HTTPS://BW.N21MOBILE.COM](https://BW.N21MOBILE.COM) WEBSITE, OUR PRODUCTS, AND ANY CONTENT IS AT YOUR OWN RISK. IN NO EVENT WILL N21 OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES IN CONNECTION WITH THESE TERMS, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE AND EVEN IF N21 WAS ADVISED THAT SUCH DAMAGES WERE LIKELY OR POSSIBLE. IN NO EVENT WILL THE AGGREGATE LIABILITY OF N21 TO YOU FOR ANY AND ALL CLAIMS ARISING IN CONNECTION WITH THESE TERMS EXCEED THE AMOUNT OF YOUR SUBSCRIPTION FEES OR THE PURCHASE PRICE OF THE PRODUCTS PURCHASED BY YOU FROM US (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY). YOU ACKNOWLEDGE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL TERM BETWEEN YOU AND N21 RELATING TO THE PROVISION OF THE [HTTPS://BW.N21MOBILE.COM](https://BW.N21MOBILE.COM) WEBSITE, THE SERVICES, AND ANY CONTENT, AND N21 WOULD NOT PROVIDE THE [HTTPS://BW.N21MOBILE.COM](https://BW.N21MOBILE.COM) WEBSITE OR THE SERVICES TO YOU WITHOUT THIS LIMITATION. YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE [HTTPS://BW.N21MOBILE.COM](https://BW.N21MOBILE.COM) WEBSITE OR THE SERVICES OR DELETION OF YOUR ACCOUNT OR CONTENT.
- C. **Indemnification** To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless N21, its officers, directors, employees and agents, from and against any and all third party claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from any of the following: (1) your use of and access to the <https://bw.n21mobile.com> website, the Services, Content and/or our products, (2) your violation of any term of these Terms, (3) your violation of any third party right, including without limitation any copyright, property, or privacy right, or (4) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive these Terms and your use of the <https://bw.n21mobile.com> website, the Services, Content and/or our products.

## V. MISCELLANEOUS MATTERS

- A. **Copyright** If you believe your copyright has been violated by Content or Third-Party Offerings accessible on the <https://bw.n21mobile.com> website, please contact us by email at [support@sa.n21.com](mailto:support@sa.n21.com).

- B. **Assignment** These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by N21 without restriction.
- C. **Abuse** Please report any problems, offensive content, policy violations and/or abuse to us at **support@sa.n21.com**.
- D. **Modifications to Terms** We may change these Terms from time to time upon notice to you. Any such changes will become effective when posted on the <https://bw.n21mobile.com> website or one of our websites referred to within the <https://bw.n21mobile.com> website. If you object to any such changes, your sole recourse will be to cease using the <https://bw.n21mobile.com> website and the Services. Continued use of the <https://bw.n21mobile.com> website and/or the Services following posting of any such changes will indicate your acknowledgement of such changes and your agreement to be bound by the revised Terms, inclusive of such changes.
- E. **Modifications to Services.** We reserve the right to modify the <https://bw.n21mobile.com> website and/or the Services at any time without notice. If you object to any changes to the <https://bw.n21mobile.com> website or the Services, your sole recourse will be to cease using them. Continued use of the <https://bw.n21mobile.com> website or the Services following posting of any such changes will indicate your acknowledgement of such changes and satisfaction with the Services as so modified. We also reserve the right to discontinue the <https://bw.n21mobile.com> website and/or the Services at any time without notice. We will not be liable to you or any third party should we exercise our right to modify or discontinue the <https://bw.n21mobile.com> website or the Services.

F. **General Agreement –**

1. You agree to comply with all laws, rules and regulations that apply to your use of the <https://bw.n21mobile.com> website, the Services, our products, and Content.
2. These Terms, together with the PRIVACY POLICY, any other separate terms referred to and incorporated herein by reference, and any other legal notices published by N21 on the website, shall constitute the entire agreement between you and N21 concerning the <https://bw.n21mobile.com> website and the Services.
3. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and N21's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.
4. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, then the remaining valid provisions of these Terms shall remain in full force and effect.
5. To the extent permitted by law, you will receive e-mails from N21 and others concerning the business, which may include updates, product promotions, motivational material, and other information.
6. The terms and provisions of this Agreement shall not be construed against or in favor of a party hereto merely because such party or its attorney is the draftsman of this Agreement. The captions of paragraphs and sections in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
7. Nothing contained in this Agreement creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties, as you are an independent business owner, and not a representative for N21.