Terms of Service
Nodeflux IdentifAi

Last Update : July 16, 2020

These Terms of Service (the "**Terms of Service**" and/or "**Terms**") contain the legal terms and conditions between PT Nodeflux Teknologi Indonesia ("**Nodeflux**", "**we**", "**our**" or "**us**") and you governing your use of our services that we provide on https://nodeflux.io and any related sites (the "**Site**") and our online-accessible Software, Documentation, Forums, and Content and other related to Nodeflux services (in conjunction with the Site, the "**Services**"). Please review these Terms of Service carefully before using the Product.

If you have entered into a separate written agreement with us for specific services, then the terms of that agreement controls to the extent any of them conflict with these Terms.

By using the Nodeflux Services, clicking on the "I Agree" checkbox, completing the registration process, signing the contract, and/or browsing the Site, you represent that (1) you have read, understand, and agree to be bound by the Terms of Service, (2) you are of legal age to form a binding contract with Nodeflux, and (3) you have the authority to enter into the Terms of Service personally or on behalf of the company or other organization you have named as the user, and to bind that entity to these Terms of Service. In the event you are agreeing to these Terms of Service on behalf of a company or organization, "you" and "your" will refer to the entity you are representing.

Your use of, and participation in, certain Services may be subject to additional terms ("Supplemental Terms") and such Supplemental Terms will be presented to you for your acceptance when you sign up to use the supplemental Services. If these Terms of Service are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such supplemental Services to the extent of the inconsistency. The Terms of Service and any applicable Supplemental Terms are referred to herein as the "Terms of Service" and/or "Terms."

1. Services

   1.1 **Nodeflux May Discontinue the Services.** The user fully understands that Nodeflux may take the necessary actions to modify or discontinue the Services, including any portions of the Services as we update our offerings and add more features. We may stop, suspend, or modify the Services at any time without prior notice to you for a temporary or permanent period of time. We may stop and/or suspend the Service for any alleged violation by the user in using the Services.

   1.2 **Nodeflux May Modify These Terms.** Nodeflux may update these Terms from time to time. The most current version of these Terms will be posted on Site. When changes are made, Nodeflux will make a new copy of the Terms available at the Site and any new Supplemental Terms will be made available from within, or through, the affected Services on the Site. We will also update the "Last Updated" date at the top of the Terms of Service. Any changes to the Terms will be effective immediately for new users of the Services and, for all other users, any changes to the Terms will be effective thirty (14) days after posting notice of such changes on the Site, or within or through the affected Services on the Site, as applicable. If we determine in our sole discretion that an update is material, we will notify you through the Services and/or by email to the email address associated with the Administrator (defined below) for your account. We may also inform you of updates to the Terms in our blogs. We may require you to provide consent to the updated Terms in a specified manner before further use of the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Services. Otherwise, your continued use of the Services constitutes your acceptance of such change(s). **Please check the Site regularly to view our then-current Terms**.

1.3 **Legal Use of Nodeflux IdentifAi.** It is your responsibility to ascertain and obey all applicable local, state, federal and international laws in regard to the collection, use, and storage of the data that you submit to us or when using the Services. By subscribing to the Services, you represent that the Services will be used only in a lawful manner. If the Services cannot be used lawfully in your jurisdiction (including cases where the Services process, transmit, or retain data that would violate local laws), you must discontinue use of the Services immediately. Nodeflux is not liable for your use of **Nodeflux IdentifAi** technology in an unlawful manner.

1.4 **Privacy.** The **Nodeflux Privacy Policy** governs any of the personal information that you provide to us and is incorporated herein by reference. By agreeing to these Terms, you are agreeing to the Nodeflux Privacy Policy and all of the terms stated therein.

1.5 **Security.** The **Nodeflux Security Policy** contains terms and information on how we protect your Personal Data from unauthorized access, use and disclosure using appropriate physical, technical, organizational and administrative security measures based on the type of Personal Information and how we are processing that data. By agreeing to these Terms, you are agreeing to the Nodeflux Security Policy and all of the terms stated therein.

1.6 **Data Right.** The **Nodeflux Data Subject Right** governs any of the rights that you obtain while using the Services and is incorporated herein by reference. By agreeing to these Terms, you are agreeing to the Nodeflux Data Subject Right and all of the terms stated therein.

1.7 **Cookie.** The **Nodeflux Cookie Policy** contains terms and information related to the use of cookies when using the Services and is incorporated herein by reference. By agreeing to these Terms, you are agreeing to the Nodeflux Cookie Policy and all of the terms stated therein.

1.8 **Your Account.** In registering for the Services, you agree to (1) provide true, accurate, current and complete information about yourself as prompted by our registration form ("**Registration Data**"); and (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are not a person barred from using the Services under the laws of the Republic of Indonesia, your place of residence or any other applicable jurisdiction. You agree not to create an account using a false identity or information. You agree not to create an account or use the Services if you have been previously removed by Nodeflux, or if you have been previously banned from any of the Services. It is your responsibility to safeguard the login and password that you use to access the Services and the Forums and you agree not to share your login and password with any third party, including not sharing your login amongst two or more users. You are responsible for any activity originating from your account, regardless of whether such activity is authorized by you. You should notify Nodeflux immediately of any unauthorized use of your account.

1.9 **Use of the Nodeflux Services.** Subject to compliance with these Terms of Service, Nodeflux grants to you a limited, non-exclusive, non-transferrable, non-sublicensable right to access and use the Services for your internal business purposes. Unless otherwise specified by Nodeflux in a separate license, your right to use the Services is subject to the Terms.

● **Updates.** You understand that the Services are evolving. You acknowledge and agree that Nodeflux may update the Services with or without notifying you. You may need to update third-party software and/or hardware from time to time in order to use the Services.

- **Free Trials and Other Promotions**. Any free trial or other promotion that provides you with free access to Commercial Services (defined below) must be used within the specified time of the trial. At the end of the trial period, your use of that Commercial Service will expire and any further use of such Commercial Service is prohibited unless you pay the applicable fees.

1.10 **Certain Restrictions**. The rights granted to you in the Terms are subject to the following restrictions: You may not (i) copy, modify, host, sublicense or resell the Services; (ii) frame or utilize framing techniques to enclose any trademark, logo, or other Nodeflux Services (including images, text, page layout or form) of Nodeflux; (iii) use metatags or other "hidden text" using Nodeflux's name or trademarks or the name or trademarks of Nodeflux's affiliates (including but not limited to Rekor); (iv) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services except to the extent the foregoing restrictions are expressly prohibited by applicable law; (v) use any manual or automated software devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages contained in the Site (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials; (vi) access the Services in order to build a similar or competitive website, application or services; (vii) remove or destroy any copyright notices or other proprietary markings contained on or in the Services; (viii) access or attempt the access the Services by any means other than what Nodeflux provides or expressly allows; (ix) modify, adapt or hack the Services or modify another website so as to falsely imply that it is associated with the Services, Nodeflux, or any other Nodeflux service; (x) reproduce, duplicate, copy, sell, resell or exploit any portion of the Services, use of the Services, or access to the Services, without the express written permission by Nodeflux; (xi) transmit any worms or viruses or any code of a destructive nature; or circumvent any use restrictions put into place to prevent certain uses of the Services; (xii) violate any intellectual property right of any third party or behave in a manner that is unlawful, or otherwise in violation of our Community Guidelines; (xiii) misrepresent your affiliation with a person or entity; (xiv) attempt to disable, impair, or destroy the Services or disrupt or inhibit any other user from using the Services; (xv) market or advertise through the Services; (xvi) use any data mining or similar data gathering and extraction methods in connection with the Services; or (xvii) use the Services to violate any applicable law.

1.11 **Availability of the Services**. Information describing the Services is accessible worldwide but this does not mean the Services or certain portions of the Services are available in your country. We may restrict access to portions of the Services in certain countries. It is your responsibility to make sure your use of the Services is legal in the country where you reside. The Services may not be available in all languages. If at Nodeflux's reasonable determination, you are using the Services in a manner that violates laws, creates an excessive burden or potential adverse impact on Nodeflux's systems, in addition to any of its other rights or remedies, Nodeflux may, without liability to Nodeflux, immediately suspend your access to the Services.

1.12 **Your Data**. Use of the Services may depend on your transmission of certain data (in conjunction with Registration Data, but excluding the data generated from Face Recognition, Face Match, Face Identification and Liveness Detection Data, your "**Data**"). **Except as may be stated to the contrary in the Nodeflux Privacy Policy, you retain all rights and ownership in your Data**, and we do not claim any ownership rights in your Data. You represent and warrant that you have the necessary rights and licenses required to provide your Data to Nodeflux in connection with your use of the Services and that by providing your Data in this manner, you will not violate any intellectual property rights of third parties,

confidential relationships, contractual obligations or laws. Without limiting the generality of the foregoing, you shall provide all notices to, and obtain any consents from, any data subject as required by any applicable law (including but not limited to data privacy rules established by the European General Data Protection Regulation), rule or regulation in connection with the processing of any personally identifiable information of such data subjects via the Services by Nodeflux and/or you. You shall be solely responsible for ensuring that any processing of Data by Nodeflux and/or you via the Services does not violate any applicable laws. You shall not process or submit to the Services any Data that includes any: (i) personal identification number in any unlawful manner; (ii) financial account information, including bank account numbers in any unlawful manner; (iii) payment card data, including credit card or debit card numbers in any unlawful manner; (iv) "sensitive" or "personal" data in any unlawful manner; or (v) restrictions as regulated by applicable law in Indonesia and/or in your country.

● User Option to Encrypt. Nodeflux provides you with the option to encrypt the transmission of your Data. You acknowledge that it is your responsibility to encrypt the transmission of your Data should you wish to protect it. In the event you decide not to utilize encryption and transmit your Data unencrypted over a network, you assume all related risks for doing so. Nodeflux will not be liable for any liabilities arising from your use of the Services (including your transmission of Data) over the internet or other network.

1.13 **API Response Data**. The data you obtain from using the Services is the Application Programming Interface Response Data ("**API Response Data**"), depending on and/or related to the kind of service you use or requested. You acknowledge and agree that Nodeflux may use the API Response Data for its own purposes which Nodeflux shall determine in its sole discretion, including but not limited to sharing the API Response Data with law enforcement agencies, sharing the API Response Data with the Rekor Public Safety Network ("RPSN"), training of Nodeflux's artificial intelligence ("AI") systems, and Nodeflux's general statistical use. If you are not a certified law enforcement agency, you agree and acknowledge that Nodeflux holds all right, title and interest, including all ownership interest jointly with you, in the API Response Data. You shall take such further actions, including execution of documents, as reasonably requested by Nodeflux, and at Nodeflux's expense, to effectuate the purpose and intent of these Terms with respect to the rights, ownership, and interests of API Response Data provided in this Section, including, but not limited to, cooperation with Nodeflux to establish or evidence Nodeflux's rights, ownership, and interests hereunder.

1.14 **Nodeflux Stores Your Data in the Republic of Indonesia**. Nodeflux provides the Services from Republic Indonesia. By using and accessing the Services, you understand and agree to the storage and processing of your Data and any other information you choose to provide in Republic Indonesia. Nodeflux reserves the right to store and process your Data and any other information you choose to provide outside of the Republic Indonesia and will endeavor to give you notice in the event of such a change.

1.15 **Nodeflux Proprietary Rights**. Except with respect to your Data and your User Content (defined below), you agree that Nodeflux and our suppliers own all rights, title and interest in the Services. The Services and other technology that may be used to provide the Services are protected by copyright, trademark, and other laws of both Republic Indonesia and foreign countries. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services. These terms do not grant you any right, title, or interest in any of the Services or any Content other than your Data and your User Content. These Terms do not grant you any rights to use the Nodeflux trademarks, logos, domain names, or other brand features or the trademarks, logos, domain

names, or other brand features of Nodeflux's affiliates (including but not limited to Rekor).

1.16 Your Feedback. We appreciate your ideas, comments, suggestions, documents and/or proposals ("**Feedback**"). You represent and warrant that you have all rights necessary to submit the Feedback and you hereby grant Nodeflux a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback.

2. Use

2.1 Nodeflux Forums. Your Nodeflux account provides you access to the Nodeflux community forums and other public areas on the Services (collectively, the "Forums") which has been provided now or provided later on in the future. By accessing the Forums, you acknowledge that you are solely liable and responsible for how you use the Forums, as well as any damages that may result from the disclosure of your User Content. You also acknowledge that it is possible that you will be exposed to User Content from others that you may consider offensive, indecent, or otherwise objectionable. Views expressed on the Forums do not necessarily reflect Nodeflux's views. Nodeflux does not endorse User Content posted by you or others. Certain User Content from others may be incorrectly labeled, rated, or categorized.

- **License to Your Content**. You grant Nodeflux a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display, User Content (in whole or in part) for the purposes of operating and providing the Services to you. Please remember that other users may search for, see, use, modify and reproduce any of your User Content that you submit to any Forum or other "public" areas of the Services. You warrant that the holder of any worldwide intellectual property right, including moral rights, in your User Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not Nodeflux, are responsible for all of your User Content.

- **No Obligation to Pre-Screen User Content**. You acknowledge that Nodeflux has no obligation to pre-screen any information, data, text, software, music, sound, photographs, video, messages, tags or other materials submitted by you or other users ("**User Content**") posted or otherwise made available by users and accessible through the Services ("**Nodeflux Content**"), although we reserve the right in our sole discretion to pre-screen, refuse or remove any User Content. By entering into the Terms, you provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of your User Content and that we reserve the right to remove any User Content that violates the Terms or is otherwise objectionable. In the event that we pre-screen, refuse or remove any User Content, you acknowledge that we will do so for our benefit, not yours.

- **Storage**. Unless expressly agreed by Nodeflux in a separate written agreement between the parties, we have no obligation to store any of your User Content that you upload, post, email, transmit or otherwise make available on or through the Services. We have no responsibility or liability for the deletion or accuracy of any User Content, including the failure to store, transmit or receive transmission of your User Content; or the security, privacy, storage or transmission of other communications originating with or involving use of the Services.

2.2 Commercial Services. Nodeflux may offer several types of paid Commercial Services.

2.3 Support. Technical support is only provided to users of Commercial Services based on your specific purchased Services. If you are using the Services via a Free account, Nodeflux provides support via the Forums and access to Nodeflux installation guides and other documentation related to the Services.

2.4 Account Administrators. You may specify end users as "Administrators" through the administrative console of the Services. Administrators may have the ability to access, disclose, restrict or remove Data in or from Services accounts. Administrators may also have the ability to monitor, restrict, or terminate access to Services accounts for their end users. Nodeflux responsibilities do not extend to your internal management or administration of the Services. You are responsible for: (i) maintaining the confidentiality of passwords of your account and any Administrator accounts; (ii) managing access to Administrator accounts; and (iii) ensuring that Administrators' use of the Services complies with this Agreement.

2.5 Unauthorized Use & Access. You will prevent unauthorized use of the Services by your Administrators and your end users and terminate any unauthorized use of or access to the Services. You will promptly notify Nodeflux of any unauthorized use of or access to the Services.

2.6 Third Party Technology. The Services may contain links to third party websites or technology (for example, we may host a library of plugins created by entities other than Nodeflux) ("Third Party Technology"). Nodeflux does not endorse and is not responsible or liable for the products or services provided by such third parties. Nodeflux is not responsible for the operation or functionality of such Third Party Technology. You are solely responsible for your use of any Third Party Technology. In addition, we may provide you with software governed by an open source license. If there are provisions in those open source licenses that expressly conflict with these Terms, the relevant open source license terms will apply. ANY THIRD PARTY TECHNOLOGY DOWNLOADED OR OTHERWISE OBTAINED IN CONNECTION WITH YOUR USE OF THE Nodeflux PROPERTIES IS DONE SO AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH THIRD PARTY TECHNOLOGY.

3. Indemnification

You agree to indemnify and hold Nodeflux, its parents, subsidiaries, affiliates, officers, agents, employees, resellers or other partners and licensors harmless from any claim, demand, loss, or damages, including reasonable attorneys' fees, arising out of or related to your Data, or the use thereof, including but not limited to allegations that any processing of your Data by Nodeflux and/or you under this Agreement violates any applicable law or regulation, or infringes the privacy or intellectual property rights of a third party, your User Content, your use of the Services, your violation of these terms, or your violation of any law.

4. The Service is Available "AS-IS" AND WITHOUT WARRANTY

NODEFLUX PROVIDES THE NODEFLUX SERVICES "AS IS" AND ON AN "AS AVAILABLE" BASIS. YOUR USE OF THE NODEFLUX SERVICES IS AT YOUR OWN RISK. NODEFLUX PROVIDES THE NODEFLUX SERVICES WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. WE ALSO DISCLAIM ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Nodeflux makes no warranty or condition that the Nodeflux Properties will meet your requirements or be uninterrupted, timely, secure or error-free. Nodeflux makes no warranty or condition that results obtained from your use of the Services will be accurate or reliable or that any errors in the Services

will be corrected. Nodeflux will have no responsibility for any harm to your computer system, loss or corruption of data, or other harm that results from your access to or use of the Services. No advice or information, whether oral or written, obtained by you in connection with your use of the Services shall create any warranty not expressly stated in these Terms. FROM TIME TO TIME, NODEFLUX MAY OFFER NEW "BETA" FEATURES OR TOOLS WITH WHICH USERS MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT ANY TIME AT OUR SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES AND TOOLS. Some states do not allow the types of disclaimers in this paragraph, so they may not apply to you.

5. **Nodeflux's Limitation of Liability**.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL NODEFLUX, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) DAMAGES, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT NODEFLUX HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. NODEFLUX'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES, THE SITE, THE AGENTS AND THE FORUMS WILL AT ALL TIMES BE LIMITED TO THE GREATER OF FIFTY U.S. DOLLARS (U.S. $50) OR 10% OF THE AMOUNTS YOU PAID TO NODEFLUX IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN NODEFLUX AND YOU. Some states do not allow the types of limitations in this paragraph, so they may not apply to you.

6. **Termination**.

We reserve the right to suspend or cease providing the Services or any portion of the Services, at any time, with or without cause, and with or without notice. We may suspend or terminate your use of the Services if you are not complying with these Terms, or if you use the Services in any way that could cause us legal liability or disrupt others' use of the Services. If we suspend or terminate your use, we will try to let you know in advance. If you want to terminate the Services at any time, you may do so by (a) notifying Nodeflux and (b) closing your account for the Services that you use. Your written notice should be sent to Nodeflux's address set forth in the Notice section below or to: hi@nodeflux.io.

7. **Effect of Termination**.

Termination of any Services includes removal of access to such Services and barring of further use of the Services. Termination of all Services also includes deletion of your password and all related information, files and data associated with or inside your account, including your Data. Upon termination of any Services, your right to use such Services will automatically terminate immediately. You understand that any termination of the Services may involve deletion of your Data associated therewith from our live databases. Nodeflux will not have any liability whatsoever to you for any suspension or termination, including for deletion of your Data. All provisions of these Terms, which by their nature should survive, shall survive termination of the Services, including without limitation ownership provisions, warranty disclaimers and limitations of liability.

8. **Electronic Communications**

The communications between you and Nodeflux use electronic means, whether you visit the Services or send us e-mails, or whether we post notices on the Services or communicate with you via e-mail. For contractual purposes, you (a) consent to receive communications from us in an electronic form; and (b) agree that all terms and

conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. Your consent in this section does not affect your statutory rights.

9. **Notice**.

Where Nodeflux requires that you provide an e-mail address, you are responsible for providing us with your most current e-mail address. In the event that the last e-mail address you provided to us is not valid, or for any reason is not capable of delivering to you any notices required/permitted by the Terms, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to us at the following address : PT Nodeflux Teknologi Indonesia, Jl. Kemang Timur No.24, RT.7/RW.4, Bangka, Mampang Prpt., Jakarta Selatan, 12730. Such notice shall be deemed given when received by Nodeflux by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

10. **Export Control**.

You may not use, export, import or transfer the Services except as authorized by Republic of Indonesia's law, the laws of the jurisdiction in which you obtained the Services and any other applicable laws. By using the Services, you represent and warrant that you are not listed on any Republic of Indonesia list of prohibited or restricted parties. You also will not use the Services for any purpose prohibited by Republic of Indonesia law. You acknowledge and agree that products, services or technology provided by Nodeflux are subject to the export control laws and regulations of the Republic of Indonesia. You shall comply with these laws and regulations and shall not, without prior Republic of Indonesia government authorization, export, re-export, or transfer the Services, or any portion thereof, either directly or indirectly, to any country in violation of such laws and regulations.

11. **Governing Law and Venue**.

The Terms and any action related thereto will be governed and interpreted by and under the law of Republic of Indonesia, without giving effect to any principles that provide for the application of the law of another jurisdiction. The forum selected for any proceeding or suit related to this agreement or otherwise arising out of Licensee's use of the Software shall be settled through the Jakarta Central District Court of Republic of Indonesia. Licensee hereby consents to the foregoing courts' personal jurisdiction over it. This is intended to be a mandatory, and not a permissive, forum selection provision.

12. **General Terms**.

These Terms constitute the entire and exclusive agreement between Nodeflux and you with respect to the Services and supersede and replace any other agreements, terms and conditions applicable to the Services unless in writing and signed by both parties. Purchase orders placed by you shall be for the sole purpose of specifying the Commercial Services that you wish to purchase. Any other terms stated in any purchase order delivered to Nodeflux by you, other than pursuant to an Order Form supplied by Nodeflux, shall have no effect. These Terms create no third party beneficiary rights. Nodeflux's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable the remaining provisions of the Agreement will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights in these Terms, and any such attempt is void, but Nodeflux may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. You and Nodeflux are not legal partners or agents. Nodeflux will not be responsible for any failure to perform or delay in performing any of its obligations under these Terms where and to the extent that such failure or delay results directly or indirectly from an event beyond Nodeflux's reasonable control.

13. Copyright Infringement.

Nodeflux respects the intellectual property rights of others and we expect our users to do the same. If you believe that your work has been infringed in connection with the Services or access to your content was disabled or removed by Nodeflux as a result of an improper copyright infringement notice, please notify hi@nodeflux.io.