

ARVATO TERMS OF USE

Last updated: April 1, 2015

[Acceptance of Terms](#)
[Description of Goods and Services](#)
[Obligations](#)
[Privacy and Protection of Personal Information](#)
[Notice and Service Messages](#)
[Notices Regarding Services or Material Available On Our Websites](#)
[Use of MyCertProfile.com](#)
[Purchase of Goods: Certification Marketplace Program Transaction Agreement](#)
[Links to Third Party Sites](#)
[Member Account, Password, and Security](#)
[Security of Your Personal Information](#)
[No Unlawful or Prohibited Use](#)
[Use of Services](#)
[Notices and Procedure for Making Claims of Copyright Infringement](#)
[Unsolicited Idea Submission Policy](#)
[Intellectual Property](#)
[Service Availability](#)
[Termination](#)
[Force Majeure](#)
[Indemnification](#)
[Disclaimer of Warranties](#)
[Limitation of Liability](#)
[Severability](#)
[Entire Agreement](#)
[Our Right To Vary These Terms](#)
[Law and Jurisdiction](#)

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THIS WEBSITE

1. Acceptance of Terms

The services that Arvato Digital Services LLC provides to you are subject to the following Terms of Use ("TOU"). This TOU is between you and Arvato Digital Services LLC ("**Arvato**", "**we**", "**us**", or "**our**") for use of our Microsoft Certified Program (the "**Program**") website, at <https://www.mcpdigitalcert.com> ("Certification Marketplace"), and its related site, **MyCertProfile.com**.

Arvato reserves the right to update this TOU at any time. The most current version of this TOU can be reviewed by clicking on the "Terms and Conditions" hypertext link located at the bottom of our Web pages.

2. Description of Goods and Services

Goods and Services are offered by Microsoft Corporation ("**Microsoft**") and operated by Arvato on behalf of Microsoft. Please read this Agreement carefully before browsing or placing an order on our website(s).

Through the Arvato network, we distribute Microsoft Certified Trainer and Microsoft Certified Professional printed certificates and other physical and digital items related to the Microsoft Certified Trainer and Microsoft Certified Professional programs ("**Goods**"), which can be viewed and/or requested through Certification Marketplace.

Arvato also provides you with access to place an order for physical delivery of your certificate by paying Shipping & Handling charges. Additionally, we provide an online user platform, MyCertProfile.com, where Microsoft Certified Professionals can list their profiles and allow visitors of the "public" profile website to view information relating to their background, skills, and certifications ("**Services**"). Microsoft Certified Professionals can customize and manage their profiles through Certification Marketplace. These Services may include updates, enhancements, new features, and/or the addition of any new Web properties, and they are subject to the TOU.

3. Obligations

3.1 Agreement

You agree that by registering, accessing or using our websites, Goods and Services, you are entering into a legally binding agreement ("**Agreement**"). IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT ACCESS or OTHERWISE USE any of our websites, Goods, or Services.

3.2 Eligibility

You acknowledge that you are eligible to enter into this Agreement and you are at least our "**Minimum Age**." To use our Services, you agree that: (1) you must be the "Minimum Age" (defined below) or older; (2) your name, address, and credentials are true and accurate; and (3) you are not already restricted from using our websites or Services.

"Minimum Age" means (a) 18 years old for the People's Republic of China, (b) 16 years old for the Netherlands, (c) 14 years old for the United States, Canada, Germany, Spain, Australia and South Korea, and (d) 13 years old for all other countries. However, if law requires that you must be older in order for Arvato to lawfully provide Goods and Services to you (including the collection, storage and use of your information), then the Minimum Age is such older age. The Services are not for use by anyone under the age of 13.

4. Privacy and Protection of Personal Information

Your general use of the Program and the privacy practices associated with our websites are governed by the TOU and Privacy Policy. Our Privacy Policy covers how we collect, use, share, and store your personal information.

5. Notices and Service Messages

You agree that we may use our websites and other electronic communications to provide you with important notices. You also that agree certain additional information can be shared with us. You agree that we may provide notices to you in the following ways: (1) a banner notice on either of our websites, or (2) an email sent to an address you provided, or (3) through other means including mobile number, telephone, or mail. You agree to keep your contact information up to date; otherwise you will not receive important notices. If you wish to limit the messages you receive from us, please contact us at <https://www.microsoft.com/learning/en-us/help.aspx>.

6. Notice Regarding Goods and Services Available On Our Websites

IN NO EVENT SHALL ARVATO, MICROSOFT AND/OR ITS RESPECTIVE SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SITE, OR SERVICES, PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR INFORMATION AVAILABLE FROM THE SITE OR SERVICES.

7. Use of MyCertProfile.com

You agree that by registering, accessing or using Services, you are entering into a legally binding agreement (“**Agreement**”). IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT “activate” your profile, or access or otherwise use any of our Services.

You also acknowledge (a) that you are accessing a website that is based in the United States, (b) that you are providing personal information to a company in the United States, and (c) that we must adhere to laws of the United States.

Registered users of our Services are “**Members**” and unregistered users are “**Visitors.**” This Agreement applies to both parties when they access our websites.

7.1 Member Profiles

As a Microsoft Certified Professional and Member, when you use our websites, you agree to our TOU and Privacy Policy. When you visit the Profile Admin page on the Certification Marketplace website for the first time, a default profile will be created. Certain information, such as your name (as Certified) and your membership ID will be pre-populated. You may edit your profile to include other items such as your occupation, languages, and certifications. You may also add links to third-party websites (e.g., Facebook, Twitter, LinkedIn, etc...).

The information and content that you share or post may be seen by other Members or, if public, by Visitors. You have three (3) options regarding your online presence:

- 1) **Public:** your profile is accessible and searchable;
- 2) **Private:** your information is not public nor searchable; or
- 3) **Unlisted:** your profile is public but not searchable.

Where we have made settings available, we will honor the choices you make about who can see your content or information. You may change your profile settings at any time. If you decide to share your information with others by making your profile public, please remember that others may be able to see, copy and use that information.

You agree that we are not obligated to publish any information or content on our Service and can remove it in our sole discretion, with or without notice.

7.3 Rights and Limits (Your License to MyCertProfile.com)

We agree to honor your choices regarding how you want to share your personal information and content (e.g., public, private, or unlisted views). You promise to provide truthful and accurate information, and you will only provide information and content that you have the right to share. As between you and Arvato, you own the content and information that you submit or post on our website, and you are only granting Arvato the following non-exclusive license: A worldwide, transferable and sublicensable right to use, copy, modify, distribute, publish, and process, information and content that you provide through our Services, without any further consent, notice and/or compensation to you or others. These rights are limited in the following ways:

- You can end this license for specific content by deleting such content from the Services, or generally by closing your account, except (a) to the extent you shared it with others as part of the Service and they copied or stored it before you deleted or closed your account, and (b) for the reasonable time it takes to remove from backup and other systems.
- We will not include your content in advertisements for the products and services of others without your explicit and separate consent.
- We will get your consent if we want to give others the right to publish your posts beyond our Services. However, other Members and Visitors may access and share your content and information, consistent with your settings and degree of connection with them (e.g., via third-party websites).
- While we may edit and make formatting changes to your content (such as translating it, modifying the size, layout or file type or removing metadata), we will not modify the meaning of your expression.
- Because you own your content and information and we only have non-exclusive rights to it, you may choose to make it available to others.

You agree that we may access, store and use any information that you provide in accordance with our TOU and Privacy Policy. By submitting suggestions or other feedback regarding our Services to Arvato, you agree that Arvato can use and share such feedback for any purpose without compensation to you.

You agree to only provide content or information that does not violate the law or anyone's rights (e.g., without violating any intellectual property rights or breaching a contract).

You acknowledge that Arvato may be required by law to remove certain information or content in certain countries.

8. Purchase of Goods: Certification Marketplace Program Transaction Agreement

You agree that by ordering Goods, you are bound by the terms and conditions of this Agreement. You should print a copy of this Agreement for future reference. IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT ORDER ANY CERTIFICATES.

8.1 Order Acceptance Policy

After placing an order, you will receive an order submission confirmation from us acknowledging that we have received your order. Your order constitutes an offer to obtain Goods from us pursuant to these terms. Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute an offer to provide Goods to you. We reserve the right at any time after receipt of your order to accept or decline your order for any reason. We will communicate acceptance of your order by sending you a communication telling you that your order has been accepted and will be filled and that the Goods are being delivered to you ("Order Acceptance"). We may require additional verifications or information before accepting any order.

8.2 Goods Availability and Delivery

Availability of the Goods is subject to confirmation from Microsoft. Any delivery times quoted are estimates only. Title and risk of loss of Goods is transferred to you upon our delivery of such Goods to the applicable shipping company, carrier or courier. You assume all import customs clearance and payment of customs duties and taxes, if any, and in no event shall Arvato have any liability for any of the foregoing.

8.3 Conditions of Order, Payment Terms and Charges

To obtain any Goods, you must be at least eighteen (18) years of age or the applicable state age of majority. We accept payment by Visa, MasterCard or American Express, or payment submitted through PayPal, in United States dollars only. You are responsible for any and all currency conversion charges. Prior to the order of any Goods on this website, you must provide us with a valid credit card number and associated payment information including all of the following: (i) your name as it appears on the card, (ii) the credit card type, (iii) the date of expiration and (iv) any activation numbers or codes needed to charge your card. By submitting that information to us, you hereby agree that you authorize us to charge your card at our convenience after issuing the Order Acceptance but within thirty (30) days of credit card authorization. The charge will appear on your credit card as "**arvato digital services LLC**" or "**Certification Marketplace S&H**". All Payments made through PayPal are subject to the rules and guidelines of PayPal provided that in the event of any conflict between such rules and this Agreement, this Agreement shall control. All orders are final. All charges associated with orders are nonrefundable. Applicable sales tax will be added to the total amount of your order at the

order review page. We are under no obligation to deliver the Goods until we have received payment from you. Your card issuer agreement governs your use of your designated card, and you must refer to that agreement and not this Agreement to determine your rights and liabilities as a cardholder. **YOU, AND NOT ARVATO, ARE RESPONSIBLE FOR PAYING ANY UNAUTHORIZED AMOUNTS BILLED TO YOUR CREDIT CARD BY A THIRD PARTY.** The Goods have no inherent value and are for your purposes only. To the extent you are charged anything, it will be for services relating to our printing, and costs relating to shipping and handling of the Goods all as described on the website. You agree to pay all such printing, shipping and handling charges incurred in connection with your orders (including any applicable taxes) at the rates in effect when the charges were incurred. If we do not receive payment from your credit card issuer or its agent, you agree to pay all amounts due upon demand by us or our agents. You are responsible for paying any governmental taxes imposed on your orders, including, but not limited to, sales, use or value-added taxes. We shall automatically charge and withhold the applicable sales tax for orders to be delivered to addresses within any states or localities that we deem are required.

8.4 Limited Warranty

If you receive an incorrectly printed or manufactured item, you may return such items, at your cost, to the address below within thirty (30) days of the date of receipt. Please include your Order Acceptance. We will reship a new item within a reasonable time after receipt of the returned item and confirmation of any defects. This is your sole remedy. This limited warranty is void if a defect of the Goods results from accident, abuse, or abnormal use. If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied warranty or condition, but only as to defects discovered during the period of this limited warranty (thirty days). As to any defects discovered after the thirty (30) day period, there is no warranty or condition of any kind. Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you. Any replacement Goods provided by us in accordance with the preceding sentence shall be subject to the same warranties, disclaimers and warranty period set forth above.

8.5. Written Communication and Notices

Any communication or notice related to your order or this Agreement will be sent to the e-mail address you provide us at the time you place your order and you consent to the use of such address for all notices relating to this Agreement.

9. Links to Third Party Sites

THE LINKS ADDED TO OUR WEBSITES WILL LET YOU LEAVE ARVATO'S SITE. THE LINKED SITES ARE NOT UNDER THE CONTROL OF ARVATO AND ARVATO IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY LINKED SITE OR ANY LINK CONTAINED IN A LINKED SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES. ARVATO IS NOT RESPONSIBLE FOR WEBCASTING OR ANY OTHER FORM OF TRANSMISSION RECEIVED FROM ANY LINKED SITE. ARVATO IS PROVIDING

THESE LINKS TO YOU ONLY AS A CONVENIENCE, AND THE INCLUSION OF ANY LINK DOES NOT IMPLY ENDORSEMENT BY ARVATO OR MICROSOFT OF THE SITE.

10. Member Account, Password, and Security

Access to the Program website is via the Microsoft account associated with your MCP Profile. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify Microsoft immediately of any unauthorized use of your account or any other breach of security. Neither Arvato nor Microsoft will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by Arvato and/or Microsoft or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

11. Security of Your Personal Information

We endeavor to protect the security of your personal information. We use a variety of security technologies and procedures to try to protect your personal information from unauthorized access, use, or disclosure. For example, we store the personal information you provide on computer servers with limited access that are located in controlled facilities. Additionally, when we transmit sensitive personal information (such as a credit card number) over the Internet, we protect it through the use of encryption, such as the Secure Socket Layer (SSL) protocol.

12. No Unlawful or Prohibited Use

As a condition of your use of our Services, you will not use these Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use our Services in any manner that could damage, disable, overburden, or impair any Arvato or Microsoft server, or the network(s) connected to any Arvato and/or Microsoft server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any Arvato or Microsoft server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

13. Use of Services

The Services may contain e-mail services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable you to communicate with others (each a "Communication Service" and collectively "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using the Communication Services, you will not:

- Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.
- Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- Advertise or offer to sell or buy any Goods or services for any business purpose, unless such Communication Services specifically allows such messages.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses.
- Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading others.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof.
- Neither Arvato nor Microsoft has no obligation to monitor the Communication Services. However, Arvato and Microsoft reserve the right to review materials posted to the Communication Services and to remove any materials in its sole discretion. Arvato reserve the right to terminate your access to any or all of the Communication Services at any time, without notice, for any reason whatsoever.
- Arvato reserve the right at all times to disclose any information as deemed necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Arvato's sole discretion.
- Always use caution when giving out any personally identifiable information about yourself or your children in any Communication Services. Arvato nor Microsoft do not control or endorse the content, messages or information found in any Communication Services and, therefore, Arvato and Microsoft specifically disclaim any liability with

regard to the Communication Services and any actions resulting from your participation in any Communication Services. Managers and hosts are not authorized Arvato or Microsoft spokespersons, and their views do not necessarily reflect those of these companies.

- Materials uploaded to the Communication Services may be subject to posted limitations on usage, reproduction and/or dissemination; you are responsible for adhering to such limitations if you download the materials.

14. Notices and Procedure for Making Claims of Copyright Infringement

Any notifications of claimed copyright infringement by the Site should be made in accordance with Title 17, United States Code, Section 512(c).

15. Unsolicited Idea Submission Policy

NEITHER ARVATO, ITS AFFILIATES NOR ANY OF ITS OR THEIR EMPLOYEES WILL ACCEPT OR CONSIDER UNSOLICITED IDEAS, INCLUDING IDEAS FOR NEW ADVERTISING CAMPAIGNS, NEW PROMOTIONS, NEW PRODUCTS OR TECHNOLOGIES, PROCESSES, MATERIALS, MARKETING PLANS OR NEW PRODUCT NAMES. PLEASE DO NOT SEND ANY ORIGINAL CREATIVE ARTWORK, SAMPLES, DEMOS, OR OTHER WORKS. THE SOLE PURPOSE OF THIS POLICY IS TO AVOID POTENTIAL MISUNDERSTANDINGS OR DISPUTES WHEN ARVATO'S PRODUCTS OR MARKETING STRATEGIES MIGHT SEEM SIMILAR TO IDEAS SUBMITTED TO ARVATO. SO, PLEASE DO NOT SEND YOUR UNSOLICITED IDEAS TO ARVATO OR ANYONE AT ARVATO. IF, DESPITE OUR REQUEST THAT YOU NOT SEND US YOUR IDEAS AND MATERIALS, YOU STILL SEND THEM, PLEASE UNDERSTAND THAT ARVATO MAKES NO ASSURANCES THAT YOUR IDEAS AND MATERIALS WILL BE TREATED AS CONFIDENTIAL OR PROPRIETARY.

16. Intellectual Property

You may not remove any copyright, trademark or other intellectual property notices printed on the Goods or websites.

17. Service Availability

We may change, suspend or end any of our Services, or change and modify the prices of Goods prospectively in our discretion. To the extent allowed under law, these changes may be effective upon notice provided to you.

We are not offering storage as a service. You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law and noted in our Privacy Policy.

18. Termination

Arvato reserves the right to limit your use of our Services, and we may restrict, suspend, or terminate your account if we believe that you are in breach of this Agreement or law or are misusing our Services.

Arvato or You may terminate this Agreement at any time with notice to the other. On termination, you lose the right to access or use our Services. The following shall survive termination:

- Our rights to use and disclose your feedback;
- Members' rights to disclose or share content and information you provided through our Services, to the extent that content and information was disclosed, copied or shared prior to termination;
- Sections 22 and 26 of this Agreement;
- Any amounts owed by either party prior to termination remain owed after termination.

19. Force Majeure

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Agreement that is caused by events outside our reasonable control.

20. Indemnification

You agree to indemnify and hold us, our parent, subsidiaries, affiliates, officers, directors, employees and agents harmless from any claim or demand, including reasonable attorney's fees, made by any third party arising out of or related to your violation of this Agreement, or your violation of any law, regulation or third-party right.

21. Disclaimer of Warranties

EXCEPT AS EXPRESSLY STATED IN SECTION 8.4 HEREIN, WE EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO OR REFERENCED BY THIS AGREEMENT OR SUCH CERTIFICATES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY OR QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, TITLE, NON-INFRINGEMENT OR CORRESPONDENCE TO DESCRIPTION.

22. Limitation of Liability

To the extent we are at all liable, we will only be liable for direct losses which are foreseeable to both you and to us as a consequence of us breaching this Agreement and caused by our own gross negligence or willful misconduct. Without limitation, we will not be responsible for any commercial or business losses (including, without limit, loss of goodwill, profits, contracts, anticipated savings, data, or wasted expenditure) or any other indirect or consequential loss that was not reasonably foreseeable to both you and us at the time this Agreement was formed, or at the time you began using this website.

EXCEPT AS EXPRESSLY SET OUT IN THE PARAGRAPH ABOVE, AS BETWEEN YOU AND ARVATO, THE ENTIRE RISK ARISING OUT OF THIS AGREEMENT OR THE ORDER, RECEIPT OR USE OF THE GOODS OR SERVICES REMAINS WITH YOU. IN NO EVENT SHALL WE, OUR PARENT, SUBSIDIARIES, AFFILIATES OR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE ANY GOODS OR SERVICES, THE PROVISION OF OR THE DELAY IN OR FAILURE TO PROVIDE GOODS OR SERVICES, OR OTHERWISE ARISING OUT OF THIS AGREEMENT OR THE CERTIFICATES WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR POSTED ON THE WEBSITE, THE MAXIMUM LIABILITY THAT WE SHALL HAVE IS LIMITED TO ANY AMOUNTS ACTUALLY PAID TO US BY YOU FOR THE GOODS IN QUESTION. ORDER INFORMATION SUCH AS BILLING OR SHIPPING ADDRESS THAT IS INACCURATE OR INCOMPLETE MAY RESULT IN DELAYS THAT SHALL NOT BE OUR RESPONSIBILITY. YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY, DISCLAIMERS OF WARRANTIES AND LIMITED REMEDIES SET FORTH HEREIN REPRESENT AN INSEPARABLE ALLOCATION OF RISK (INCLUDING, WITHOUT LIMITATION, IN THE EVENT OF A TOTAL AND FUNDAMENTAL BREACH OF THIS AGREEMENT) THAT IS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND US.

23. Severability

If any of our terms of sale or any provisions of this Agreement are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

24. Entire Agreement

This Agreement represents the entire agreement between us in relation to the subject matter hereof and supersedes any prior agreement, understanding or arrangement between you and us, whether oral or in writing. We each acknowledge that, in entering into this Agreement, neither of us has relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between you and us prior to such Agreement except as expressly stated in this Agreement. Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of this Agreement (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided herein. The division of the Agreement into Sections, and Subsections and the insertion of headings are for convenience of reference only and shall not

affect the construction or interpretation of this Agreement. The Section and Subsection headings in this Agreement are not intended to be full or precise descriptions of the text to which they refer and shall not be considered part of the Agreement.

25. Our Right To Vary These Terms

We have the right to revise and amend this Agreement, including the prices and billing methods herein, from time to time, effective immediately upon posting on our websites. With respect to Goods, you will be subject to the policies and terms of sale in force at the time that you order Goods from us, unless any change to those policies or this Agreement is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or this Agreement before we send you the Order Acceptance (in which case we have the right to assume that you have accepted the change to the terms of sale, unless you notify us to the contrary within seven (7) business days of receipt by you of such notice).

26. Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws in effect in the State of New York. Any dispute arising from, or related to, this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in the State of New York, County of New York.

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Certification Marketplace Program
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