



# NITRO ECOMMERCE TERMS



THESE ECOMMERCE TERMS CONTAIN VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

BY (I) BY CHECKING THE CHECKBOX INCORPORATING THESE NITRO ECOMMERCE TERMS AND THE ECOMMERCE PRIVACY POLICY AT THE CHECKOUT AND COMPLETING THE PURCHASE OR BY (II) ACCESSING OR USING THE SERVICES OR BY (III) PLACING AN ORDER FOR SERVICES FROM THIS WEBSITE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS. YOU AFFIRM THAT IF YOU PLACE AN ORDER ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS AND CONDITIONS AND THE PRIVACY POLICY.

YOU MAY NOT ORDER OR OBTAIN SERVICES FROM THIS WEBSITE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT OF THE LEGAL AGE TO FORM A BINDING CONTRACT WITH NITRO SOFTWARE ECOMM LIMITED IN YOUR JURISDICTION, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS OR SERVICES BY APPLICABLE LAW.

## 1. Introduction

1.1. These Nitro Ecommerce Terms (these “**Ecommerce Terms**”) apply to the purchase and sale of licenses to the Services through checkout.gonitro.com (the “**Ecommerce Site**”).

## 2. Relationship to Terms of Service

2.1. The legal entity selling and billing for licenses to the Services through this Ecommerce Site is Nitro Software Ecomm Limited having as registered address First Floor, 80 Harcourt Street, Dublin, Dublin 2, D02f449, Ireland (referred to as “**Nitro Ecomm**”, “**us**”, “**we**”, or “**our**” as the context may requires), acting as an Authorized Reseller to Nitro Software Inc, registered at 447 Sutter St, STE 405 #1015, San Francisco, CA 94108, United States (“**Nitro**”).

2.2. Nitro (not Nitro Ecomm) provides and operates the Services. Your access to and use of the Services is governed by Nitro’s terms of service located at <https://www.gonitro.com/legal/pdf-sign/terms-of-service> and any terms incorporated therein (the “**Terms of Service**”), which are incorporated by reference and form an integral part of the agreement governing your use of the Services.

2.3. These Ecommerce Terms govern your purchase transaction of licenses to the Services (e.g., ordering, Subscription Term, payment, taxes, refunds, and checkout).

2.4. Any capitalized terms not defined herein shall have the meaning given in the Terms of Service. If there is a conflict between these Ecommerce Terms and the Terms of Service, then (a) for checkout,



Subscription Term, billing, taxes, refunds and ordering matters, these Ecommerce Terms prevail; and (b) for access to and use of the Services, the Terms of Service prevail.

### **3. Order; Acceptance and Cancellation**

3.1. Your order of the Services submitted through the Ecommerce Site and the Nitro Ecomm's order confirmation will constitute an "Order Form" for purposes of the Terms of Service.

3.2. You agree and acknowledge that Nitro Ecomm may provide order and account information to Nitro to provision and administer the Services in accordance with the Terms of Service. You should also carefully review our Ecommerce Privacy Policy before placing an order for Services through this Ecommerce Site (see Section 9).

3.3. You agree that your order is an offer to buy, under these Ecommerce Terms, all licenses to Services listed in your order. All orders must be accepted by us, or we will not be obligated to sell licenses to the Services to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered.

### **4. Prices, Payment Terms and Taxes**

4.1. Prices and Taxes. All prices, discounts, and promotions posted on this Ecommerce Site are subject to change without notice. The price charged for a Service will be the price in effect at the time the order is placed and will be set out at the checkout and in your order confirmation email. Nitro may during the Subscription Term and as from the first anniversary date of the Effective Date automatically increase all Subscription Fees (even if they are expressly itemized in the Order Form for a particular year or period), by five percent (5%) per year unless Parties have agreed upon different Subscription Fees in an Order Form upon renewal. Price increases shall be calculated based upon the official list prices and any discounts or pricing incentives granted earlier shall not be taken into account. Prices do not include taxes. All such taxes will be added to your checkout total and will be itemized cart and in your order confirmation email. We strive to display accurate price information, however, we may, on occasion, make inadvertent typographical errors, inaccuracies, or omissions related to pricing. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences to the extent permissible under applicable law.

4.2. Currency. We may offer pricing in one or more currencies. Your bank or card issuer may apply currency conversion rates and fees, and you may incur foreign transaction fees. You are responsible for complying with any local laws applicable to your purchase, and for any taxes, duties, or governmental charges that apply in your jurisdiction except to the extent we expressly state that they are collected by us at checkout.

4.3. Payment Terms. Ecommerce Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us before we accept an order. Payments are processed by our third-party payment processor, Stripe Payments Europe, Ltd., and its



affiliates (“**Stripe**”). We use Stripe Billing to process one-time and recurring payments (as applicable), manage subscription billing, and issue invoices and receipts. Your payment card details are provided directly to Stripe and are not collected or received by us in full. We may receive limited information from Stripe (e.g., card brand, expiration month/year, billing postal/ZIP code, and the last four digits of the card) and confirmation of payment. We accept the payment methods that are supported by Stripe and made available through the Ecommerce Site at the time of purchase. The availability of particular payment methods may vary by location, device, currency, or other factors, and may change from time to time.

4.5. Stripe is not the seller, licensor, or merchant of record for purchases made through the Ecommerce Site and is not responsible for the Services, delivery, support, or refunds (except to the extent required by applicable law).

4.6. You represent and warrant that (i) the payment information you provide through Stripe is true, correct, and complete, (ii) you are duly authorized to use the payment method for the purchase, (iii) charges incurred by you will be honored by the relevant financial institution, and (iv) you will pay charges incurred by you at the posted prices, including all charges and all applicable taxes, if any, regardless of the amount quoted on the Ecommerce Site at the time of your order. If your payment is reversed, charged back, or otherwise disputed, we may not accept, suspend or cancel your order (and any related delivery) until the issue is resolved.

4.7. Subscriptions. If you purchase a subscription, you authorize us (through Stripe) to charge your selected payment method on a recurring basis at the then-applicable rate, plus applicable taxes, until you cancel in accordance with these Ecommerce Terms.

4.8. Payment Failures. If a payment is declined, reversed, charged back, or otherwise not received when due, you consent and agree that we may (a) retry the charge; (b) suspend or limit access to the Services until payment is received; and/or (c) cancel the applicable order. You remain responsible for all amounts due and any reasonable costs we incur in connection with collection or dispute handling, to the extent permitted by law.

4.9. Disputes and Chargebacks. If you dispute a charge, you must first contact us via email at [ecomm@gonitro.com](mailto:ecomm@gonitro.com) and provide all relevant information so we can investigate and attempt to resolve the issue. If a chargeback or other payment dispute is initiated, we may suspend access to the applicable Services while the dispute is pending. You agree to cooperate with us and our payment processor in good faith to resolve disputes and provide requested documentation. Where permitted by law, we may recover from you any fees or penalties imposed on us by our payment processor or payment networks in connection with chargebacks arising from your breach of these Ecommerce Terms or fraudulent or unauthorized use of your payment method.

4.10. Taxes. Amounts due under the Order are payable to Nitro Ecomm without set off or counterclaim and without deduction, and are net of any tax, tariff, duty, or assessment imposed by any government authority (national, state, provincial, or local), including without limitation any sales, use, excise, ad valorem, property, withholding, or value-added tax, whether or not withheld at the source



(collectively, “**Sales Tax**”). Except as forbidden by applicable law, Nitro Ecomm may require that you submit applicable Sales Taxes to Nitro Ecomm. However, the preceding sentence does not apply to the extent that you are tax exempt, provided you give Nitro Ecomm a valid tax exemption certificate within thirty (30) days of the Effective Date. Nitro Ecomm’s failure to include any applicable tax in an invoice will not waive or dismiss the Parties’ rights or obligations pursuant to this Section. If applicable law requires withholding or deduction of Sales Taxes or any other tax or duty, you shall separately pay Nitro EComm the withheld or deducted amount, over and above fees due. For the avoidance of doubt, this Section does not govern taxes based on Nitro Ecomm’s net income.

4.11. Third Party Services. Payments are processed by Stripe and may be subject to Stripe’s processing of your payment information. We do not receive or store your full payment card details. We also will use third-party providers to support tax compliance activities (such as tax registrations, filings, and remittances), which may include Stripe partners such as Taxually. These third parties are not parties to this agreement with you, and we are not responsible for their independent services except to the extent required by law. Your use of any third-party service may be subject to that provider’s separate terms and privacy policy.

4.12. Delivery. Services are delivered electronically and are typically made available immediately upon purchase (e.g., via account activation, access credentials, or a download link), subject to payment confirmation and any fraud or compliance review.

## 5. Cancellations; Refunds

5.1. Refunds are provided on a no questions asked basis any time within the first fourteen (14) day period from when your payment is received for any paid order. Except where required by applicable law or as expressly stated on the Ecommerce Site or in the Terms of Service, all subscription fees are non-refundable once access to the Services has been provided. If we offer a Trial License the Terms of Service and will govern. If you cancel a subscription, cancellation takes effect at the end of the then-current billing period. For consumers, nothing in these Ecommerce Terms limits any mandatory statutory rights (including any non-waivable withdrawal and/or refund rights, where applicable).

5.2. Refunds (if approved) are processed within as soon as reasonably possible and will be credited back to the same payment method used to make the original purchase.

## 6. Term; Renewal; Suspension and Termination

6.1. Term. The initial term for the Services purchased through the Ecommerce Site begins on the Effective Date and, unless terminated earlier in accordance with these Ecommerce Terms or the Terms of Service, will continue for the subscription period set out in the applicable Order Form or order confirmation (the “**Initial Subscription Term**”). Upon expiration of the Initial Subscription Term, the applicable subscription will automatically renew for successive renewal terms of the same duration as the Initial Subscription Term (each, a “**Renewal Subscription Term**”, and together with the Initial



Subscription Term, the “**Subscription Term**”), unless (i) the subscription is canceled prior to the start of the next Renewal Subscription Term in accordance with these Ecommerce Terms, the Terms of Service, or the settings made available in the customer admin portal (if applicable), or (ii) otherwise stated in the applicable Order Form, order confirmation, or on the Ecommerce Site.

6.2. Termination for Cause. Nitro Ecomm may terminate the applicable Order Form and/or the Ecommerce Terms immediately upon written notice to you if you materially breach these Ecommerce Terms or the Agreement and such breach: (i) is incapable of cure; or (ii) if capable of cure, remains uncured thirty (30) days after Nitro Ecomm or Nitro provides written notice of such breach. Without limitation, the following will be deemed a material breach by you: (A) any failure to pay amounts due under these Ecommerce Terms; (B) any use of the Services outside the scope permitted by the Terms of Service, or the applicable Order Form; (C) any breach by you of applicable law in connection with the Services or the purchase thereof; and (D) any misuse of the Services, Nitro IP, or Nitro’s systems.

6.3. Insolvency/Bankruptcy. Subject to applicable law, Nitro Ecomm may terminate the applicable Order Form, the relevant subscription, and/or these Ecommerce Terms immediately upon written notice if you become insolvent, is subject to voluntary or involuntary bankruptcy, insolvency, or similar proceedings, makes an assignment for the benefit of creditors, goes into liquidation, or ceases to do business in the ordinary course.

6.4. Effect of Expiration or Termination. Upon expiration, cancellation, or termination of the applicable subscription, Order Form, or these Ecommerce Terms for any reason: (i) your right to purchase, access, and use the affected Services shall cease at the end of the applicable Subscription Term or, where applicable, immediately upon termination; (ii) your rights with respect to the Services under the Terms of Service shall automatically terminate or be suspended to the extent applicable to the affected Services; (iii) Nitro may disable Customer’s access to the affected Services; and (iv) you shall remain responsible for all fees, taxes, chargebacks, and other amounts accrued or payable up to the effective date of expiration or termination. Any provisions of these Ecommerce Terms or the Terms of Service that by their nature should survive expiration or termination will survive, including provisions relating to payment obligations, disclaimers, limitations of liability, intellectual property, confidentiality, and any other provisions expressly stated to survive.

6.5. Relationship to Terms of Service. For the avoidance of doubt, expiration, cancellation, suspension, or termination under this Section affects the commercial purchase arrangement governed by these Ecommerce Terms and, where applicable, your corresponding rights to access and use the Services under the Terms of Service. To the extent of any conflict between this Section and the Terms of Service, this Section will control with respect to ordering, subscription renewal, cancellation, billing-related suspension, and other purchase transaction matters, and the Terms of Service will control with respect to service-related operational matters and use of the Services.



## 7. Warranty Disclaimers

7.1. NITRO ECOMM ACTS AS AN AUTHORIZED RESELLER TO NITRO AND DOES NOT PROVIDE ANY SERVICES OR ANY WARRANTIES WITH RESPECT TO THE SERVICES OFFERED ON THE ECOMMERCE SITE. ALL WARRANTIES EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED. ANY WARRANTIES, SUPPORT, SERVICE LEVELS AND SERVICE-RELATED OBLIGATIONS (IF ANY) ARE PROVIDED DIRECTLY BY NITRO UNDER THE TERMS OF SERVICE.

7.2. TO THE FULL EXTENT PERMITTED UNDER APPLICABLE LAW, YOU AFFIRM THAT WE SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY BREACH OF WARRANTY CLAIMS OR FOR ANY DAMAGES ARISING OUT OF THE LICENSOR'S FAILURE TO HONOR ITS WARRANTY OBLIGATIONS TO YOU.

## 8. Customer Indemnification

8.1. You will indemnify, defend, and hold harmless Nitro Ecomm, its affiliates, and each of their respective directors, officers, employees, contractors, consultants, agents, and representatives from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or relating to any third-party claim, demand, action, or proceeding to the extent resulting from or based on: (a) your breach of these Ecommerce Terms; (b) your breach of the Terms of Service, to the extent relevant to your purchase or use of the Services acquired through the Ecommerce Site; (c) your misuse of the Services, the Ecommerce Site, or any related Nitro systems; (d) your violation of any applicable law, rule, or regulation in connection with your purchase or use of the Services; (e) your fraud, negligence, wilful misconduct, chargeback abuse, or unauthorized use of a payment method; or (f) any information, content, data, materials, or instructions provided by you to Nitro Ecomm or Nitro in connection with your order that infringe, misappropriate, or otherwise violate any third-party rights or applicable law.

8.2. Nitro Ecomm may, at its option, assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which case you will reasonably cooperate with Nitro Ecomm in asserting any available defenses. You may not settle any claim subject to this Section without Nitro Ecomm's prior written consent if the settlement imposes any obligation on, or admits any fault or liability of, Nitro Ecomm or any other indemnified party.

## 9. Limitation of Liability

9.1. Liability Cap. TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL NITRO ECOMM'S AGGREGATE LIABILITY (PER EVENT OR SERIES OF CONNECTED EVENTS) ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED (I) THE TOTAL AMOUNTS ACTUALLY PAID BY YOU TO NITRO ECOMM UNDER THE ORDER FOR THE SERVICES



IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (II) ONE HUNDRED UNITED STATES DOLLARS (\$100 USD), WHICHEVER IS GREATER.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NOTHING IN THE ECOMMERCE TERMS SHALL EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS (OR ITS AGENT'S OR SUBCONTRACTOR'S) NEGLIGENCE, OR FOR THEFT OR MISAPPROPRIATION OF FUNDS OR FOR FRAUD OR FRAUDULENT MISREPRESENTATION.

9.2. Excluded Damages. TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL NITRO ECOMM BE LIABLE UNDER OR IN CONNECTION WITH THE SERVICES OR THESE ECOMMERCE TERMS OR THE ORDER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY INDIRECT, PUNITIVE, SPECIAL CONSEQUENTIAL OR SIMILAR DAMAGES, INCLUDING BUT WITHOUT LIMITATION DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS, LOST REVENUE, LOSS OR CORRUPTION OF DATA, LOSS OF CUSTOMERS AND CONTRACTS, LOSS OF GOODWILL, THE COSTS OF PROCURING REPLACEMENT GOODS OR SERVICES OR OTHERWISE HOWSOEVER, AND THIRD PARTIES' CLAIMS, IN EACH CASE ARISING OUT OF OR RELATED TO THE ORDER OR THESE ECOMMERCE TERMS OR SERVICES, REGARDLESS OF WHETHER NITRO ECOMM WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE OR EVEN IF YOUR REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. NITRO ECOMM SHALL ALSO NOT BE LIABLE FOR DAMAGES CONNECTED TO OR AS A RESULT OF OUT OF SCOPE USE OF THE SERVICES BY YOU, YOUR BENEFICIARIES AND/OR USERS.

9.3. Application. THE LIABILITIES LIMITED BY THIS SECTION 9 APPLY TO THE BENEFIT OF NITRO ECOMM AND ITS AFFILIATES AND EACH OF THEIR RESPECTIVE LICENSORS, SUPPLIERS, ADVERTISERS, AGENTS, SPONSORS, DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, OTHER REPRESENTATIVES, OFFICERS, AND THIRD PARTY CONTRACTORS.

9.4. Liability Acknowledgement. YOU ACKNOWLEDGE AND AGREE THAT NITRO ECOMM HAS BASED ITS PRICING ON AND ENTERED INTO THE ORDER AND THESE ECOMMERCE TERMS IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND DISCLAIMERS OF WARRANTIES AND DAMAGES AS SET OUT IN THESE ECOMMERCE TERMS AND THAT SUCH TERMS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS SECTION 9, NITRO ECOMM'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE.

## **10. General**

10.1. Amendment. You acknowledge and agree Nitro Ecomm has the right, in Nitro Ecomm's sole discretion, to modify these Ecommerce Terms from time to time, and that modified terms become effective upon notification of the changes (by email or other appropriate communication) to you. You are responsible for reviewing and becoming familiar with any such modifications and your continued use of the Ecommerce Site or orders after the effective date of the modifications will be deemed



acceptance of the modified terms, unless you have a right under applicable law to terminate the Ecommerce Terms due to such changes.

10.2. Services Not for Resale or Export. You represent and warrant that you are buying licenses to the Services from the Ecommerce Site for your own personal business or household use only, and not for resale. You further represent and warrant that you will not use, export, re-export, transfer, or otherwise make available the Services in violation of applicable export control or sanctions laws and regulations, including those of the European Union, Ireland, the United States, and any other applicable jurisdiction.

10.3. Governing Law and Jurisdiction. These Ecommerce Terms and any dispute, claim, or controversy arising out of or relating to these Ecommerce Terms, the Ecommerce Site, or any purchase will be governed by and construed in accordance with the laws of Ireland, without regard to its conflict of law rules. Subject to mandatory consumer protection laws, the courts of Ireland shall have exclusive jurisdiction. The United Nations Convention for the International Sale of Goods shall not apply to the Agreement. If you are a consumer who is habitually resident outside Ireland, you may under applicable law also have the right to bring proceedings in your country of residence and you may benefit from mandatory provisions of the laws of your country of residence.

10.4. Assignment. You will not assign any of your rights or delegate any of your obligations under these Ecommerce Terms without our prior written consent. Nitro EComm may assign or transfer its rights, obligations and duties under the Order and/or Ecommerce Terms to any third party. Any purported assignment or delegation in violation of this Section 10(d) is null and void. No assignment or delegation relieves you of any of your obligations under these Ecommerce Terms.

10.5. No Waivers. Any term or condition of the Order and/or Ecommerce Terms may be waived only by a written document signed by the Party entitled to the benefits of such term or condition. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent. No waiver of a breach of the Order and/or Ecommerce Terms will constitute a waiver of any other breach of the Order and/or Ecommerce Terms.

10.6. No Third-Party Beneficiaries. Other than Nitro Software Inc. (and, solely if applicable, its affiliates involved in providing, provisioning, supporting, or enforcing rights relating to the Services), these Ecommerce Terms do not and are not intended to confer any rights or remedies upon any person other than you.

10.7. Severability. If any provision of the Order and/or the Ecommerce Terms is invalid, illegal, void, or unenforceable, then that provision will be deemed severed from the Order and/or these Ecommerce Terms and will not affect the validity or enforceability of the remaining provisions of the Order and/or these Ecommerce Terms.



10.8. Entire Ecommerce Terms. The Order and these Ecommerce Terms and all documents incorporated by reference therein will be deemed the final and integrated agreement between you and us on the matters contained in the Order and these Ecommerce Terms.

10.9. Time for Claims. Where permitted by applicable law, you hereby agree that any claim by you in connection to the Services or the Order or these Ecommerce Terms must be brought within six (6) months of the act giving rise to the claim.

10.10. Survival. Expiration, termination or cancellation of the Order and/or Ecommerce Terms shall be without prejudice to the rights and liabilities of each Party which have accrued prior to the date of termination and shall not affect the continuance in force of the provisions of the Order and/or the Ecommerce Terms which are expressly or by implication intended to continue in force.

10.11. Notices. We may send notices under the Order and/or Ecommerce Terms to the email address associated with your account, included in your Order Form, provided at checkout, or otherwise provided by you to us, and such notices will be effective on the first Business Day after the email is sent. If no such email address is available, we may send notices to your billing address or other address associated with your account, in which case such notice will be effective on the first Business Day after delivery by commercial courier or, if sent by registered or certified mail, on the fifth (5th) Business Day after mailing.

You may send notices under these Ecommerce Terms to us at [legalnotices@gonitro.com](mailto:legalnotices@gonitro.com), or to such other notice address as we may designate on the Ecommerce Site or by notice to you from time to time. Your notice will be deemed given on the first Business Day after the email is sent, provided that you retain reasonable evidence of transmission.

Notwithstanding the foregoing, routine operational communications, invoices, receipts, renewal reminders, payment failure notices, and similar account-related communications may be provided through the Ecommerce Site, customer admin portal (if applicable), or by email, and will constitute valid notice where permitted by applicable law.

10.12. Interpretation. In the Order and Ecommerce Terms, unless a contrary intention appears: (a) the terms, “hereof”, “hereunder” and similar expressions refer to the Order or these Ecommerce Terms and not to any particular portion hereof and include any Order or Ecommerce Terms supplemental hereto; (b) words importing a singular number only shall include the plural and vice versa; (c) the term “including” means “including without limitation”; (d) other grammatical forms of defined words or expressions have corresponding meanings; (e) a reference to an article, section, document or Ecommerce Terms, including this Ecommerce Terms, includes a reference to that section, document or Ecommerce Terms as amended from time to time, as permitted hereunder; (f) the division of this Ecommerce Terms into sections and the insertion of headings are for convenient reference only, and shall affect neither the construction nor the interpretation of this Ecommerce Terms; and (g) any reference to “sale” or “sale of the Services” shall mean and refer exclusively to the grant of a license to access and use the Services pursuant to the Terms of Service, and does not constitute a transfer



of ownership or title to the Services or any part thereof. The Order and these Ecommerce Terms will not be construed in favor of or against either Party by reason of authorship.

[END OF ECOMMERCE TERMS]

