

TERMS OF SERVICE

BY CLICKING “I AGREE” OR ACCESSING OR USING THE ETF ACTION WEBSITE, PORTAL, APPLICATION, SOFTWARE, PLATFORM AND/OR RELATED INFORMATION, INDICES, MATERIALS, AND SERVICES (COLLECTIVELY, THE “**SERVICES**” OR “**PLATFORM**”) IN ANY WAY AS MADE AVAILABLE OR ENABLED BY ETF ACTION, INC. (“**COMPANY**”), YOU AGREE TO THESE TERMS OF SERVICE (THE “**TOS**”). You may not access or use the Services, or accept these TOS, if (a) you are not of legal age to form a binding contract with Company; or (b) you are prohibited by law from receiving or using the Services. If you are entering into these TOS on behalf of a company or other legal entity as indicated in your log-in or registration information, you represent that you have the authority to bind such entity to these TOS and hereby do, in which case, “you” or “your” will refer to such entity as well as you as an individual.

Company may make certain components, functions, and features of the Services available without charge (including during a limited free trial period) (collectively “**Free Services**”) and other components, functions, and features of the Services for a charge, including under an Explorer, Professional, or Enterprise plan (“**Premium Services**”). You will not be provided Premium Services, unless (i) you pay Company the required fees published on our website or otherwise identified by Company or (ii) an organization you are employed by, or associated with, has entered into a separate agreement with Company for your access to, or use of, certain Services (an “**Enterprise Agreement**”); however, even if you qualify for certain Services under an Enterprise Agreement at no charge to you, other additional Services may be subject to a charge by Company to you (“**Additional Premium Services**”).

Company may change these TOS from time to time at its sole discretion, and if Company makes any substantial changes, Company will inform you by sending an email to the last email address you provided to us and/or by posting notice of the change on the Platform. Any changes to these TOS will be effective upon the earlier of thirty (30) calendar days following our dispatch of an email notice to you or thirty (30) calendar days following our posting of notice of the change(s) on the Platform. These changes will be effective immediately for new users of the Services. Company may require you to provide consent to the updated TOS in a specified manner before further use of the Service is permitted. Otherwise, your continued use of the Service constitutes your acceptance of the changes. Please regularly check the TOS.

THESE TOS ARE A LEGAL AGREEMENT BETWEEN YOU AND COMPANY, AND INCLUDE LIMITATIONS OF LIABILITIES AND REMEDIES, CLASS ACTION AND JURY TRIAL WAIVERS, AND OTHER PROVISIONS LIMITING YOUR RIGHTS. PLEASE READ CAREFULLY.

1. **Scope.** These TOS (or the applicable Enterprise Agreement, if any) represent the entire understanding regarding the Services and will control over any different or additional terms or conditions of any purchase order or other non-Company ordering document, and no terms or conditions included in any such order or other non-Company ordering document will apply to the Services or bind Company in any way. These TOS can only be modified by Company as described herein.

2. **Right to Access and Use the Services.**

2.1 Company grants to you, a nontransferable, nonexclusive, revocable, limited right to access, use or benefit from the Services as made available by Company during the term of this TOS, subject to the other provisions of these TOS and Company’s documentation relating to the Services.

2.2 You will be solely responsible for obtaining and maintaining appropriate equipment and ancillary software, resources, and services needed to connect to, access or otherwise use the Services, including,

without limitation, computers, computer operating system and web browser (collectively, “**Your Equipment**”). You will ensure that Your Equipment complies with all configurations and specifications set forth in Company’s published documentation. You are also responsible for maintaining copies and backing-up any data or content you input or upload into the Services or that are otherwise important to you and/or your business. You agree that you are responsible for (a) connecting to and using the Services made available to you in accordance with these TOS, (b) your (or your designees’ or users’) acts and omissions, and (c) the accuracy, quality, integrity and legality of your data and the means by which such data was acquired. You agree to (x) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Company promptly of any such unauthorized access or use, (y) use the Services only in accordance with these TOS, relevant documentation provided by Company, and applicable laws and regulations, and (z) cooperate with Company as reasonably requested by Company for Company to perform its obligations.

2.3 Certain items of software code provided with, or needed to access or use, the Services may be subject to “open source” or “free software” licenses (“**Third-Party Code**”). Any item of Third-Party Code is licensed under the terms of the license that accompanies such Third-Party Code. Nothing in this document limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable license for the Third-Party Code, including any rights to copy, modify, or distribute Third Party Code under the applicable license.

3. Usage Restrictions and Representations.

3.1 You will not, directly or indirectly, (and will not permit any third party to): (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, models, or algorithms relating to the Services or any software, documentation, indices, or materials related to, or provided with, the Services (“**Underlying Components**”); (ii) modify, translate, or create derivative works based on the Services or Underlying Components; (iii) resell, copy, rent, lease, distribute, pledge, assign, or otherwise transfer, make available, or encumber rights to the Services or Underlying Components; (iv) use, access or otherwise exploit the Services or underlying Components to build or support, and/or assist a third party in building or supporting, products, services, indices, components, or solutions competitive to Company’s Services or Underlying Components; (v) remove any proprietary notices or labels from the Services or Underlying Components; (vi) make the Services (in whole or in part) available to any third party other than authorized users; (vii) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (viii) use the Services to store or transmit malicious code; (ix) use or access the Services in any way that threatens the integrity, performance, or availability of the Services or any data therein; or (x) attempt to gain unauthorized access to the Services or the Underlying Components or data stored or processed therein. You will use the Services and Underlying Components only for your own internal business operations in accordance with Company’s documentation and policies, and not for the operation of a service bureau or timesharing service, or otherwise.

3.2 You will not knowingly or willfully access or use (or try to access or use) the Services in any manner that could damage, disable, overburden, impair or otherwise interfere with Company’s provision of the Services to other users. You will be responsible for maintaining the security of Your Equipment and your account access passwords. You and Company agree to make every reasonable effort to prevent unauthorized third parties from accessing the Services. You will be liable for all your acts and omissions and any acts or omissions by a third party under your credentials.

4. Ownership.

4.1 Company owns or has rights to all intellectual property rights in and to the Services and Underlying Components (including all derivatives or improvements thereof). All suggestions, enhancements requests, feedback, recommendations or other similar input (“**Feedback**”) provided by or on behalf of you relating to the Services or any Underlying Component will be owned by Company, and You hereby assign any rights you may have in or to the Services, any Underlying Component, or such Feedback to Company, and agree to take all reasonable acts necessary to accomplish the foregoing ownership transfer. Any rights not expressly granted herein are reserved by Company.

4.2 Except as otherwise provided in Section 4, you own any data, information or material originated by you that you submit in the course of using the Services (“**Your Data**”). Company has no ownership rights in or to Your Data. You will be solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to Your Data. Your Data will be deemed to be Your Confidential Information pursuant to Section 9 below. You represent and warrant that you have the right and all consents necessary to provide and input Your Data into the Services and for Company to process Your Data as contemplated herein.

4.3 You grant Company a nonexclusive, irrevocable, royalty-free license to Your Data. Without limiting the foregoing, Company may monitor your use of the Services and use or exploit Your Data in an aggregate or anonymous manner to **monitor, improve, or expand the Services or Company’s commercial offerings**, to develop and commercialize new products or services, to generate statistical products, or to **train and improve artificial intelligence algorithms and models**. Company may make such information available to third parties provided that such information does not incorporate Your Data in way that is directly traceable to you. Company retains all intellectual property rights in such aggregated and/or anonymous information.

5. **Free and Premium Services: Billing and Payment.**

5.1 **Free Services:** For so long as Company offers and provides you Free Services, you will not be obligated to pay Company for your access to or use of such Free Services.

5.2 **Premium Services:**

(a) Company may offer you Premium Services (or Additional Premium Services, as applicable) by making explicit that such Services are subject to your payment to Company.

(b) Company may accept payment by a valid credit or debit card (Visa, MasterCard, or any other issuer accepted by Company), PayPal account, or other supported payment method (each a “**Payment Method**”). Your Payment Method agreement (e.g., with your card issuer, PayPal or other third party) governs your use of the designated Payment Method service, and you must refer to that agreement and not this TOS to determine your rights and liabilities relating thereto. By providing Company with your credit or debit card number or other Payment Method account and associated payment information, you agree that Company is authorized to immediately invoice your account for all fees and charges due and payable to Company hereunder and that no additional notice or consent is required. You agree to immediately notify Company of any change in your billing address or the credit or debit card or Payment Method account used for payment under this TOS. Company reserves the right at any time to change its prices and billing methods, either immediately upon posting or by e-mail delivery to you.

(c) All prices, fees and amounts due to Company are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you are responsible for payment of all such taxes, levies or duties, except for the amounts Company elects to collect from you and remit to the applicable taxing authority on your behalf.

(d) If any fee is not paid in a timely manner, or Company is unable to process your payment using the information provided by you, Company reserves the right to revoke access to and use of the Premium Services with no liability to you.

(e) **THE FEES FOR YOUR PREMIUM SERVICES AND/OR ADDITIONAL PREMIUM SERVICES WILL BE BILLED UNTIL YOU CANCEL YOUR ACCOUNT.** You can cancel your account by notifying us at <team@etfaction.com>. Company will automatically charge you, unless you cancel. You acknowledge that the amount billed may vary in accordance with the terms of the Premium Service or Additional Premium Services subscribed to by you.

(f) All fees and charges are nonrefundable and there are no refunds or credits, except as expressly provided otherwise.

6. Term and Termination.

6.1 These TOS will continue to apply until terminated by either you or Company as set forth below.

6.2 If you want to terminate, you may do so by (i) notifying Company at any time at the following email address <team@etfaction.com>; and (ii) closing your account for the Services, in accordance with Company's policies and/or procedures in the Platform.

6.3 Company may at any time terminate if (i) you have breached any provision of these TOS (or have acted in a manner that clearly shows you do not intend to, or are unable to, comply with these TOS); (ii) Company is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); (iii) the provision of the Services to you by Company is, in Company's opinion, no longer commercially viable; or (iv) Company has elected to discontinue the applicable Services relating to you (or any part thereof).

6.4 Upon any termination, your right to access and use the Services will immediately terminate. Notwithstanding the foregoing, for up to 30 days following termination, Company may, at its sole discretion, use commercially reasonable efforts to permit You to access the Services solely to the extent necessary for You to retrieve a file of Your Data then in Company's possession or control. You acknowledge and agrees that Company has no obligation to retain Your Data and that Company may irretrievably delete and destroy You Data following the termination of the TOS.

6.5 The provisions of Sections 3, 4, 7.4-7.6, 8, 9, and 12 will survive any termination or expiration of these TOS.

7. Representations, Disclaimer of Warranties, Indemnities.

7.1 Each party represents and warrants to the other party that it has the power and authority to enter into these TOS.

7.2 For breach of the any warranty, your exclusive remedy will be the re-performance of the deficient Services. If Company cannot or does not re-perform such deficient Services as warranted and the deficiency is material, you will be entitled to recover a pro-rata portion of the fees paid to Company for such deficient Services for up to the three (3) months (or the period in which the Services were deficient, if shorter) and such refund will be Company's entire liability. There are no warranties for Free Services.

7.3 The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, or because of other causes beyond Company's reasonable control, but Company will use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled unavailability of the Services.

7.4 You will indemnify, hold harmless, and, at Company's option, defend Company from and against all costs and reasonable expenses (including reasonable attorneys' fees), damages, and liabilities arising out of any claim resulting from Your Data or your use of the Services, including any claims relating to your investment results, recommendations, or decision, except to the extent the claim is subject to Company's gross negligence or willful misconduct.

7.5 EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, COMPANY AND ITS THIRD-PARTY PROVIDERS HEREBY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE SERVICES (INCLUDING UNDERLYING COMPONENT), INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND QUALITY. COMPANY AND ITS THIRD-PARTY PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE RELIABILITY, AVAILABILITY, TIMELINESS, SUITABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR THE RESULTS YOU MAY OBTAIN BY USING THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY AND ITS THIRD-PARTY PROVIDERS DO NOT REPRESENT OR WARRANT THAT (A) THE OPERATION OR USE OF THE SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE; (B) THE QUALITY OF THE, SERVICES WILL MEET YOUR REQUIREMENTS; OR (C) ANY INFORMATION PROVIDED BY OR ACCESSED THROUGH THE SERVICES IS ACCURATE, COMPLETE, OR UP TO DATE.

7.6 THE SERVICES AND ANY UNDERLY COMPONENTS OR INFORMATION PROVIDED BY THE SERVICES ARE NOT INTENDED AND SHOULD NOT BE CONSTRUED AS FINANCIAL OR INVESTMENT ADVICE, A RECOMMENDATION, OR PROMOTION. ANY USE OR RELIANCE ON THE SERVICES OR ANY UNDERLYING COMPONENT OR INFORMATION SHALL BE AT YOUR OWN RISK, AND NEITHER COMPANY NOR ITS LICENSORS SHALL BE RESPONSIBLE FOR INVESTMENT DECISIONS, DAMAGES, OR OTHER LOSSES RESULTING FROM USE OF THE SERVICES OR SUCH UNDERLYING COMPONENTS OR INFORMATION. PAST PERFORMANCE DOES NOT GUARANTEE FUTURE PERFORMANCE. NEITHER COMPANY NOR ITS LICENSORS SHALL BE CONSIDERED AN "EXPERT" UNDER THE SECURITIES ACT OF 1933. NEITHER COMPANY NOR ITS LICENSORS WARRANT THAT THE SERVICES OR ANY UNDERLYING COMPONENT OR INFORMATION COMPLY WITH THE REQUIREMENTS OF THE NASD, THE SECURITIES AND EXCHANGE COMMISSION OR ANY SIMILAR ORGANIZATION OR REGULATOR OR WITH THE SECURITIES LAWS OF ANY JURISDICTION. ANY INFORMATION CONTAINED IN THE SERVICES SHOULD NOT BE ACTED UPON WITHOUT OBTAINING SPECIFIC LEGAL, TAX, AND INVESTMENT ADVICE FROM A LICENSED PROFESSIONAL. YOU ACKNOWLEDGES THAT NEITHER COMPANY NOR ITS THIRD-PARTY PROVIDERS CONTROLS THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY COMPANY, THE SERVICES (INCLUDING UNDERLYING COMPONENT) ARE PROVIDED TO YOU ON AN "AS IS" BASIS.

8. **Limitation of Liability.** COMPANY (AND ITS AFFILIATES, LICENSORS, AND CONTRACTORS) WILL NOT BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE, INACCURACY OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICE OR TECHNOLOGY OR LOSS OF CAPITAL, OPPORTUNITIES, EARNINGS, BUSINESS, DATA, OR YOUR INVESTMENT DECISIONS, ACTS, OR OMISSIONS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, OPPORTUNITIES, SAVINGS OR INVESTMENTS; (C) FOR ANY MATTER BEYOND IT'S REASONABLE CONTROL, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS OR LIABILITIES TO YOU, EXCEED THE FEES PAID BY YOU TO COMPANY IN THE PRECEDING THREE MONTHS OR FIFTY US DOLLARS (\$50 USD), WHICHEVER IS GREATER. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the exclusions set forth above may not apply.
9. **Confidential Information.** You understand that Company has disclosed or may disclose information relating to Company's business (hereinafter referred to as "**Confidential Information**"). Such information includes, without limitation, the nature and performance of the Services and related documentation. You agree: (i) to take reasonable precautions to protect such Confidential Information; and (ii) not to use or divulge to any third party any such Confidential Information, except as expressly permitted in Sections 2 and 4 above. Similarly, Confidential Information may include Your Data, and Company agrees: (i) to take reasonable precautions designed to protect such Confidential Information in Company's possession or control; and (ii) not to use or disclose to any third party your Confidential Information, except as otherwise permitted under this Agreement or as necessary to provide the Services in accordance with the documentation. The foregoing will not apply with respect to any Confidential Information that (a) is or becomes generally available to the public through no fault of the either party; (b) was in a party's possession or known to it prior to receipt from the other party; (c) was rightfully disclosed to a party by a third party; (d) was independently developed without use of any Confidential Information of the other party; or (e) is required by law or court order to be disclosed.
10. **Notices.** Company may give notice applicable to Company's general customer and user base by means of a general notice on the Services portal, and notices specific to you by electronic mail to your e-mail address on record in Company's account information or by written communication sent by first class mail or pre-paid post to your address on record in Company's account information. If you have a dispute with Company, wish to provide a notice under these TOS, or becomes subject to insolvency or other similar legal proceedings, you will promptly send written notice to Company at <team@etfaction.com>.
11. **Force Majeure.** Neither party will be responsible for failure or delay of performance if caused by: an act of war, terrorism, hostility, or sabotage or other criminal attack; act of God; electrical, internet, or telecommunication interruption or outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license) or changes in law hindering or preventing Company's performance; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 20 days, either party may terminate upon written notice. This section does not excuse either party of its obligations to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for the Services provided.
12. **General provisions.**

12.1 Any action, Claim, or dispute related to these TOS or the Services will be governed by Colorado law, excluding its conflicts of law provisions, and controlling U.S. federal law. Subject to the arbitration agreement below, you also agree to exclusive jurisdiction and venue for any action, Claim or dispute in federal or state courts in Denver, Colorado. The Uniform Computer Information Transactions Act will not apply to the TOS. In any action or proceeding to enforce rights under the TOS, the prevailing party will be entitled to recover costs and attorneys' fees. The failure of either party to enforce any right or provision in the TOS will not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. Except for actions for nonpayment or breach of either party's proprietary rights, no action, regardless of form, arising out of or relating to the TOS may be brought by either party more than two years after the cause of action has accrued. In addition, YOU AND COMPANY HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO A TRIAL IN FRONT OF A JURY AND AGREE TO A BENCH TRIAL SOLELY ON AN INDIVIDUAL BASIS – NOT ON A CLASS OR CONSOLIDATED BASIS. No action or claim of any type relating to this TOS may be brought or made by you more than one (1) year after you first have knowledge or should have knowledge of the basis for the action or claim. If any Services or rights to the Platform are provided on or for an evaluation, trial, or proof of concept basis, then your sole remedy in connection therewith will be termination of the evaluation, trial or proof of concept.

12.2 ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THE SERVICES, THIS TOS OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS SECTION, SHALL BE DETERMINED BY BINDING ARBITRATION (AND NOT BEFORE A COURT) IN DENVER, COLORADO BEFORE A SOLE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY PURSUANT TO STREAMLINED ARBITRATION RULES AND PROCEDURES, AND THE ARBITRATOR SHALL APPLY THE LAWS APPLICABLE IN THE STATE OF COLORADO. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION AS SPECIFIED ABOVE. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING INJUNCTIONS OR OTHER FORMS OF EQUITABLE RELIEF OR PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION. YOU AGREE THAT ALL DISPUTES MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. BY ENTERING INTO THIS TOS, USING THE SERVICES, AND/OR ACCESSING THE PLATFORM, YOU AGREE TO ARBITRATION, YOU AGREE THAT YOU ARE WAIVING THE RIGHT TO FILE A LAWSUIT AND THE RIGHT TO A TRIAL BY JURY. IN ADDITION, YOU AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS. IN ANY ARBITRATION, THE ARBITRATOR MAY, IN THE AWARD, ALLOCATE ALL OR PART OF THE COSTS OF THE ARBITRATION, INCLUDING THE FEES OF THE ARBITRATOR AND THE REASONABLE ATTORNEYS' FEES OF THE PREVAILING PARTY, AND SHALL DETERMINE THE PREVAILING PARTY FOR THIS PURPOSE.

12.3 These TOS represent the parties' entire understanding relating to the Services, and supersede any prior or contemporaneous, conflicting or additional communications. If any provision of the TOS is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) will be construed to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. Notwithstanding the foregoing, to the extent any terms of these TOS conflict with the terms of any negotiated services agreement executed in writing by both parties or an Enterprise Agreement relating to your use of the Services, the terms of such negotiated services agreement or Enterprise Agreement shall control with respect to the matters covered by such negotiated services agreement or Enterprise Agreement.

12.4 No joint venture, partnership, employment, or agency relationship exists between Company and you as a result of the TOS or use of the Services. You may not assign the TOS without the prior written approval of Company, such approval not to be unreasonably withheld or delayed, provided that such approval will not be required in connection with a merger or acquisition of all or substantially all of your assets. Company may freely assign these TOS at its discretion. Any purported assignment in violation of this Section will be void.