Elettrotek Kabel North America Inc.
81B Walsh Drive, Parsippany, NJ 07054
Tel. +1 973.265.0850
https://www.elettrotekkabel.us/

Terms and Conditions

Welcome, and thank you for your interest in Elettrotek Kabel, our electrical wire and cable products for special applications (the "Product"), and our website www.elettrotekkabel.us (the "Website" or "Site"), owned and operated by Elettrotek Kabel North America Inc., a subsidiary of EK Group, hereafter collectively referred to in these Terms and Conditions as "EKNA", "us", "our" or "we".

Unless otherwise specified, all references to our services (the “Service” or "Services") include the EKNA Products available for purchase, our services connected with the Products, this Website content and the software and technology available through the EKNA Website.

The term "user", "you" or "your" refers to the visitors that wish to purchase our Products, as well as the visitors to our Website who do not make a purchase. The following Terms and Conditions are a legally binding contract between you and EKNA regarding your access to, and use of, our Website.

Please read the binding arbitration clause and class action waiver provisions in the dispute resolution section of these terms. It affects how disputes are resolved. By entering into this agreement, you expressly acknowledge that you understand this agreement, including the dispute resolution, arbitration provisions and class action waiver and accept all the terms. You may not use or access our website if you do not agree to be bound by the terms of this agreement including the binding arbitration clause and class action waiver provisions.

1. **ACCEPTANCE OF OUR TERMS**
    a. Please read the following Terms and Conditions (the "Terms" or the "Agreement") carefully. Each time you access our website, purchase our Products or use our Services you, and if you are acting on behalf of a third party, such third party, agree to be bound by these Terms and Conditions and our Privacy Policy.
    b. EKNA may change this Agreement at any time by posting an updated Terms and Conditions on this Website. If any amendment to these Terms is unacceptable to you, you shall cease using our Website. If you continue using our website, you will be constructively deemed to have accepted the changes.
    c. In addition, certain areas of the Website and our Service may be subject to additional terms and conditions that we make available for your review. By using such areas, or any part thereof, you are expressly indicating that you have read and agree to be bound by the additional terms and conditions applicable to such areas. In the event that any of the additional terms and conditions governing such area conflicts with these Terms and Conditions, the additional terms and conditions will be controlled.

2. **ELIGIBILITY FOR OUR SERVICE**
    a. By using our Services, you represent and warrant that you have attained the age of majority where you reside (18 years of age in most jurisdictions) and are otherwise capable of entering into binding contracts including this Agreement, and any purchase of our Products. We reserve the right to request documented proof of your compliance with these terms of eligibility.

b. If you are using our Services on behalf of a company or other organization, you represent and warrant that you have authority to act on behalf of that entity and to bind that entity to this Agreement, and the purchase of our Products.

3. CONTACT US TO MAKE A PURCHASE OR FOR INFORMATION ON OUR PRODUCTS

a. To obtain information on our Products or to make a purchase of our Products please go to our Contact Us page here: www.elettrotekkabel.us/contacts/. When you contact EKNA you may be required to provide us with some information about yourself (such as your name, e-mail address, company name, phone number or other personal information we request). Some of this information may be of a confidential nature and may include personal identifying information (all "Your Information"). If you provide Your Information to us then you agree to provide true, current, complete and accurate information, and not to misrepresent your identity or age. You also agree to keep Your Information current and to update Your Information if any of Your Information changes.

b. Our collection, use, storage and disclosure of Your Information are governed by this Agreement and our Privacy Policy. For information about the EKNA data protection practices and privacy policies, please read our Privacy Policy here: Privacy Policy

c. This policy explains how we treat your personal information and protect your privacy when you use our Services. You agree to the use of your data in accordance with the EKNA Privacy Policy.

4. STANDARD TERMS AND CONDITIONS OF PRODUCT SALES

The standard terms and conditions of EKNA product sales applicable to any order placed with, and accepted by, EKNA may be accessed using this link: Terms and Conditions.

The terms and conditions contained in the document **TERMSCONDITIONS-EKNA.pdf** are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. Your use of any information or content on this Website is entirely at your own risk. It shall be your own responsibility to ensure that any Products available through this Website meet your specific requirements. If you require additional assistance, please email us here: info.us@ek-group.com.

5. YOUR ACCESS AND USE OF OUR SERVICES

a. Your right to access and use our Services is personal to you and is not transferable by you to any other person or entity. Access to our Services may not be available in all locations. You are only entitled to access and use our Services for lawful purposes and pursuant to the Terms and Conditions of this Agreement and our Privacy Policy. Any action by you that, in our sole discretion: (i) violates the Terms and Conditions of this Agreement and/or the Privacy Policy; (ii) restricts, inhibits or prevents any access, use or enjoyment of our Services; or (iii) through the use of our Services, defames, abuses, harasses, offends or threatens others, shall not be permitted, and may result in your loss of the right to access and use our Services.

b. The rights granted to you in these Terms are subject to the following restrictions: (i) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services; (ii) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of

the Services; (iii) you shall not access the Services in order to build a similar or competitive Service; and (iv) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Any future release, update, or other addition to functionality of the Services shall be subject to these Terms.

c. Furthermore, you agree that you will not use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor our Services or any portion of our Services or for any other purpose, without our prior written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) copy, reproduce, modify, create derivative works from, distribute or publicly display any content (except for your personal information) from our Services without our prior written permission and the appropriate third party, as applicable; (iii) interfere or attempt to interfere with the proper working of our Services or any activities conducted on our Services; (iv) bypass any robot exclusion headers or other measures we may use to prevent or restrict access to our Services, or (v) interfere or disrupt the Service or servers or networks connected to the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature.
d. Except as expressly permitted in this Agreement, you shall not collect or harvest any personally identifiable information, including account names, from our Services.
e. Our Services may now, or in the future, have "publicly accessible areas" that allow users to post User Content (hereafter defined) that will be accessible by the public or the user population generally. As a user of the Services, you acknowledge and affirmatively agree that in the course of using the Services you may be exposed to User Content that might be offensive, harmful, inaccurate or otherwise inappropriate. You further agree that EKNA shall not, under any circumstances, be liable in any way for any User Content.
f. You shall not use any communication systems provided on our Services including, without limitation email, for any commercial or solicitation purposes. You shall not solicit for commercial purposes any users of our Services without our prior written permission.
g. You understand and agree that you are solely responsible for compliance with all laws, rules, regulations, and Tax obligations that may apply to your purchases or use of the Services.

6. INTELLECTUAL PROPERTY RIGHTS; OUR CONTENT

a. Our name, our Product brand names, graphics, logos, page headers, button icons, scripts, and service names are our trademarks or trade dress in the United States and/or other countries (collectively the "Proprietary Marks") and are owned by EKNA. You may not use the Proprietary Marks without our prior written permission.
b. We make no proprietary claim to any third-party names, trademarks or service marks appearing on our Services. Any third-party names, trademarks, and service marks are the property of their respective owners.
c. The information, content, documentation, guides, descriptions, advice, data and any other content viewable on, contained in, or downloadable from our Services

(collectively, "Our Content"), including, without limitation, all pictures, photographs, images, videos, audio files, line art, icons, renditions, text, graphics and charts, are copyrighted by EKNA, or otherwise licensed to us by Our Content suppliers.

d. We also own a copyright of a collective work in the selection, coordination, arrangement, presentation, display and enhancement of Our Content (the "Collective Work").
e. All software used on, or within our Services is our property, or the property of our software vendors, and is protected by United States and international copyright laws. Viewing, reading, printing, downloading, listening to, or otherwise using Our Content and/or the Collective Work does not entitle you to any ownership or intellectual property rights to Our Content or the Collective Work.
f. You are solely responsible for any damages resulting from your infringement of our, or any third-party, intellectual property rights regarding the Trademarks, Our Content, the Collective Work and/or any other harm incurred by us, or our affiliates, as a, direct or indirect, result of your copying, distributing, redistributing, transmitting, publishing or using the same for purposes that are contrary to these Terms and Conditions.

7. PROPRIETARY RIGHTS

As between ekna and you, ekna or its licensors own and reserve all right, title and interest in and to the website, the service, and all technology and other items used to provide the service, other than the rights explicitly granted to you to use the service in accordance with these terms. No title to, or ownership of, any proprietary rights related to the service is transferred to you pursuant to these terms. All rights not explicitly granted to you are reserved by EKNA.

8. USE OF OUR CONTENT

a. We grant you a limited, revocable, non-exclusive, non-sublicensable license to access, print, download or otherwise make personal use of our content and the collective work for your non-commercial personal use provided, however, that you shall not delete any proprietary notices or materials with regard to the foregoing.
b. You may not modify our content or collective work or utilize them for any commercial purpose or any other public display, performance, sale or rental; nor may you decompile, reverse engineer, or disassemble our content and collective work, or transfer our content or collective work to another person or entity.

9. INFORMATION ACCURACY

a. We attempt to ensure that information on our website and in our service, including the product specifications and price of our products, is complete, accurate and current. Despite our best efforts, the information in our service may occasionally contain historical data, be inaccurate, incomplete or out of date. We make no representation as to the completeness, accuracy, or currency of any information in the service. Furthermore, information in the service may contain typographical errors, inaccuracies, or omissions. We reserve the right to correct or make changes in such information without notice.
b. We have made every effort to display as accurately as possible the size, colors, composition and images of our products; however, we cannot guarantee that your computer monitor's display will accurately represent the true colors, size or dimensions of our products.

c. All descriptions of products or product pricing are subject to change at any time, without notice, at the sole discretion of ekna. We reserve the right to discontinue any product at any time.

10. THIRD PARTY LINKS, SERVICES AND CONTENT

Our service may contain features, services and functionalities linking you to, or providing you with, access to third party services, content, websites, directories, servers, networks, systems, information, databases, applications, software, programs, and the Internet as a whole. Because we have no control over such sites and resources, we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for such websites or resources. When you visit or use a third party's website you are thereafter subject to, agree to read and consent to, the third party's Terms of Use and Privacy Policy and you release us from any liability.

11. ELECTRONIC COMMUNICATIONS

a. Although we may choose to communicate with you by regular mail, we may also choose to communicate with you by electronic means including, without limitation, email, telephone, text, SMS or by posting notices on our Services. When you use our Services, you consent to communicating with us electronically.
b. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. Additional charges from your telecommunication carrier may apply.

12. SECURITY

Violating the security of our Services is prohibited and may result in criminal and civil liability. EKNA may investigate incidents involving such violations and may involve, and will cooperate with law, enforcement if a criminal violation is suspected. Security violations include, without limitation, unauthorized access to or use of data or systems including any attempt to probe, scan, or test the vulnerability of the Service or to breach security or authentication measures, unauthorized monitoring of data or traffic and interference with service to any user, host, or network.

13. LIMITATION OF WARRANTIES; DISCLAIMERS

a. If a product sold by EKNA includes an express product warranty, it shall be provided to the purchaser with the product at the time of purchase. Additional information on our product warranty may be found in the termsconditions-ekna.pdf here: www.elettrotekkabel.us/Termsconditions.
b. With the exception of any express warranty that is provided to the purchaser with a product, all products and services available from ekna are provided on an "as is" and "as available" basis. To the full extent permissible by applicable law, ekna and its parents, subsidiaries, partners, affiliates, officers, directors, employees and agents, (collectively, the "ekna parties") disclaim all implied warranties, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
c. Without limiting the foregoing, we make no warranty that the services will be uninterrupted, timely, secure, or error-free.
d. Our services can include technical or other mistakes, inaccuracies or typographical errors. Furthermore, the information or services on this website may be out of date.

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We may make changes to the services and information on this website at any time without notice; however, we have no obligation to do so.

e. The EKNA parties do not warrant that the services, or the servers that make the service available, will be free of viruses or other harmful components.
f. You expressly agree that your use of the service is at your sole risk. If you download any content from the service, you do so at your own discretion and risk. You will be solely responsible for any damage to your computer system or loss of data that results from the download of any content through the service.
g. Some states or other jurisdictions do not allow the exclusion of implied warranties, so some parts of the above exclusions may not apply to you.

14. LIMITATION OF LIABILITY

a. In no event shall ekna parties be responsible or liable to you, or any third party, whether in contract, warranty, tort (including negligence) or otherwise, for any special, incidental, indirect or consequential damages, including damages for any personal injury to you or others, or loss of profit, revenue or business, and as a direct or indirect result of: (i) your access and use of our products and services; (ii) your access and use of user content submitted to you; (iii) your breach or violation of the terms and conditions of this agreement; (iv) your downloading of any of our content or the collective work for your use; or (v) your reliance upon, or use of, our content or the collective work, whether resulting in whole or in part, from breach of contract, tortious behavior, negligence, strict liability or otherwise, even if we and/or our suppliers had been advised of the possibility of damages.
b. Without limiting the foregoing, under no circumstances shall we be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond their reasonable control, including, without limitation, internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of god, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties.
c. In no event will the total aggregate liability of ekna, and our affiliates, directors, officers, employees, independent contractors, shareholders, representatives, and agents, in connection with or under this agreement, whether in contract, tort (including negligence or gross negligence), or otherwise, exceed the actual payment made by you for the product upon which the claim is based.
d. You and we agree that any cause of action arising out of or related to our services must commence within one (1) year after the cause of action accrues. Otherwise, such a cause of action is permanently barred.
e. Certain state or jurisdiction laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all the above disclaimers, exclusions or limitations may not apply to you.

15. INDEMNITY

a. You agree that you will be personally responsible for your use of the EKNA Products and Service; and you further agree to defend, indemnify and hold harmless EKNA and its officers, directors, employees, consultants, affiliates, subsidiaries and agents from and against any and all third party claims, liabilities,

damages, losses and expenses, including reasonable attorneys' and accounting fees and costs, arising out of or in any way connected with (i) your access to, use of, or alleged use of, the Service or the Products you purchase through the Service; (ii) your violation of these Terms and Conditions or any representation, warranty, or agreements referenced herein, or any applicable law or regulation; (iii) any death, or serious physical or emotional harm, to you or any third party resulting from your use of the Services or the Products purchased though the Service.

b. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

16. RELEASE

a. By using our Services and Products, you release, to the maximum extent allowed by law, EKNA, its officers, directors, employees, affiliates, and agents from claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of, or in any way connected with, your use of our Services or Products, including without limitation, any death or serious emotional or physical harm.

b. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

17. INTERRUPTION OF SERVICE

a. Your access and use of our Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of our Services or other actions that we, in our sole discretion, may elect to take.

b. You agree that we will not be liable to you or to any third party for any interruption of the Services or any part thereof.

18. GOVERNING LAW

This Agreement, and any separate agreements whereby we provide you Services, shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to its conflicts of laws principles. The parties hereby consent to the exclusive jurisdiction and venue in the state and federal courts in the State of New Jersey in and for the County in which EKNA has established its principal office.

19. OUR REMEDIES

a. You acknowledge that we may be irreparably damaged if this Agreement is not specifically enforced, and damages at law would be an inadequate remedy. Therefore, in the event of a breach or threatened breach of any provision of this Agreement by you, we shall be entitled, in addition to all rights and remedies, to an injunction restraining such breach or threatened breach, without being required to show any actual damage or to post an injunction bond, and/or to a decree for specific performance of the provisions of this Agreement.

b. For purposes of this Section, you agree that any action or proceeding with regard to such injunction restraining such breach or threatened breach shall be brought

in the state courts of record or a United States District Court for the State of New Jersey in and for the County in which EKNA has established its principal office. You consent to the jurisdiction of such court and waive any objection to the venue of any such action or proceeding in such court.

20. DISPUTE RESOLUTION

Please read this section carefully. This section contains an agreement to arbitrate, which will, with limited exception, require you to submit claims you have against us to binding and final arbitration. This section also contains an agreement that you will only be permitted to pursue claims against us on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding.

You and ekna agree that any claim or dispute at law or equity that has arisen, or may arise, between you and ekna (including any claim or dispute between you and a third-party agent of ekna) that relates in any way to or arises out of this or previous versions of this agreement, your use of or access to the services, the actions of ekna or its agents, or any products or services sold or purchased through the services, will be resolved in accordance with the provisions set forth in this dispute resolution section.

a. **Applicable law.** You agree that, except to the extent inconsistent with or preempted by federal law, the laws of the state of new jersey, without regard to principles of conflict of laws, will govern this agreement and any claim or dispute that has arisen or may arise between you and ekna, except as otherwise stated in this agreement.
b. **Agreement to arbitrate.** This dispute resolution by binding arbitration section is referred to in these terms as the "arbitration agreement." you agree that any and all disputes or claims that have arisen or may arise between you and ekna, whether arising out of or relating to these terms and conditions (including any alleged breach thereof), the services, any advertising, any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this arbitration agreement, except that you may assert individual claims in small claims court, if your claims qualify. You agree that, by entering into these terms, you and ekna are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. If you reside in the U.S., the federal arbitration act governs the interpretation and enforcement of this arbitration agreement.
c. **Prohibition of class and representative actions and non-individualized relief.** You and agree that each of us may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless both you and ekna agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Also, the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s).
d. **Pre-arbitration dispute resolution.** We at EKNA believe that most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at info.us@ek-group.com. If such efforts prove unsuccessful, a

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party who intends to seek arbitration must first send to the other, by certified mail, a written notice of dispute ("notice"). The notice to ekna should be sent to the address provided in the contact us section at the end of these terms and conditions ("notice address"). The notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If ekna and you do not resolve the claim within sixty (60) calendar days after the notice is received, you or EKNA may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by EKNA or you shall not be disclosed to the arbitrator during the arbitration proceeding.

e. **Arbitration Procedures.** Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, http://www.adr.org. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms and Conditions as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope and enforceability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under the Terms and Conditions and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. Unless EKNA and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for USD $10,000 or less, EKNA agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds USD $10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. Any payment of attorneys' fees will be governed by the AAA Rules.

f. **Confidentiality.** All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

g. **Severability.** If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection titled **"Prohibition of Class and Representative Actions and Non-Individualized Relief"** above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration

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Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of the subsection above titled **"Prohibition of Class and Representative Actions and Non-Individualized Relief"** are invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of the Terms and Conditions will continue to apply.

h. **Judicial Forum for Legal Disputes.** Unless you and we agree otherwise, in the event that the Arbitration Agreement above is found not to apply to you or to a particular claim or dispute as a result of a decision by the arbitrator or a court order, you agree that any claim or dispute that has arisen or may arise between you and us must be resolved exclusively by a state or federal court located in the State of New Jersey in and for the County in which EKNA has established its principal office. You and we agree to submit to the personal jurisdiction of the courts located within the State of New Jersey for the purpose of litigating all such claims or disputes. You also agree that: (i) our Services shall be deemed solely based in the State of New Jersey; and (ii) our Services shall be deemed passive Services that do not give rise to personal jurisdiction over us and our assigns, either specific or general, in jurisdictions other than the State of New Jersey.

21. LAW ENFORCEMENT

a. EKNA is committed to cooperating with law enforcement while respecting each individual's right to privacy. If EKNA receives a request for user account information from a government agency investigating criminal activity, we will review the request to be certain that it satisfies all legal requirements before releasing information to the requesting agency.

b. Furthermore, under 18 U.S.C. § 2702(b)(8) and 2702(c)(4) (Voluntary Disclosure of Customer Communications or Records), we may disclose user account information to law enforcement, without a subpoena, court order, or search warrant, in response to a valid emergency when we believe that doing so is necessary to prevent death or serious physical harm to someone. We will not release more information than it prudently believes is necessary to prevent harm in an emergency.

22. AMENDMENTS TO THIS AGREEMENT

We reserve the right to update, amend and/or change this Agreement at any time in our sole discretion and without notice. Updates to this Agreement will be posted here. Amendments will take effect immediately upon us posting the updated Agreement on our Services. You are encouraged to revisit this Agreement from time to time in order to review any changes that have been made. The date on which this Agreement was last updated will be noted immediately below this Agreement. Your continued access and use of our Services following the posting of any such changes shall automatically be deemed your acceptance of all changes.

23. SEVERABILITY

If any portion of this Agreement is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable shall be stricken from this Agreement.

24. NO WAIVER

Our failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing.

25. ENTIRE AGREEMENT

This Agreement and the Privacy Policy represent the entire understanding and agreement between you and us regarding the subject matter of the same, and supersede all other previous agreements, understandings and/or representations regarding the same.

CONTACT US:

If you have to provide us with any Notice, or have any questions, comments, concerns or feedback regarding this Agreement, our Products or our Services, please contact us at info.us@ek-group.com or mail us at this address:

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