

TERMS OF SERVICE FOR LMS

1. ACCEPTANCE OF TERMS

TRU Simulation + Training provides the Learning Management System and all associated features, technology, software, content and services made available on or through the Learning Management System (collectively, the “Service”) to you, subject to the following Terms of Service for LMS (the “TOS”). By clicking “I Agree” prior to your use of the Service, or by otherwise accessing the Service or any portion thereof, you signify your agreement to all terms, conditions, and notices contained or referenced in the TOS. If you do not agree to the TOS, you must immediately cease all use of the Service. TRU Simulation + Training reserves the right, at its discretion, to update or revise the TOS from time to time without notice to you. Please check the TOS periodically for changes. You can review the most current version of the TOS at any time at <http://proflightonline.com/registration>. Your continued use of this Service following the posting of any changes to the TOS constitutes acceptance of any such changes. In addition, when using particular services or features of the Service, you shall be subject to any terms, guidelines or rules applicable to such services that may be posted from time to time. All such terms, guidelines or rules are hereby incorporated by reference into the TOS.

2. TRU SIMULATION + TRAINING PRIVACY POLICY

Information you supply about yourself through any registration for the Service, including any information you provide in conjunction with the Service Agreement (as defined below) (collectively, the “Registration Data”) and certain other information about you is subject to our Privacy Policy at <http://proflightonline.com/registration>. The TRU Simulation + Training Privacy Policy is incorporated into the TOS by reference. Through your use of the Service you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information in the United States and/or other countries for storage, processing, and use by TRU Simulation + Training its affiliates and service providers, and third parties with which it has strategic relationships.

3. DESCRIPTION OF SERVICE AND GENERAL OBLIGATIONS

3.1 Description of Service. The Service provides a collection of online resources, including without limitation online courseware, testing and user account management. You understand and agree that the Service may include certain communications from TRU Simulation + Training, such as product/service announcements and administrative messages, and that these communications are considered part of Service subscription and you will not be able to opt out of receiving them. For more information, please see the Privacy Policy.

3.2 Service Agreement, Fees and Payment. The TOS are subject to the written training contract or other contractual relationship between you and TRU Simulation + Training that establishes the specific scope of your use of, and any fees for, the Service (“Service Agreement”), and the terms and conditions of the Service Contract are incorporated herein by reference. In consideration of TRU Simulation + Training making access to, and use of, the Service available to you, you agree to pay all fees, if any, set forth in the Service Agreement. Unless otherwise specified in the Service Agreement, all fees are due immediately and are non-refundable. Set up fees, if any, will become payable on the applicable effective date for the applicable portion of the Service. You agree to pay all value added, sales and other taxes related to the services or payments made by you under the Service Agreement. All payments of fees for TRU Simulation + Training services shall be made in U.S. dollars. In the event that you fail to make timely payment of fees that have become due and payable, such failure shall constitute a material breach of the TOS, and, in addition to any other remedies available to TRU Simulation + Training: (a) TRU Simulation + Training may suspend your access to the Service until such payment is received; (b) all sums due and payable that remain unpaid will accrue interest as a late charge of 1.5% per month or the maximum amount allowed by law, whichever is less ; and (c) you will be liable for any attorney fees, collections agency fees and other service fees that TRU Simulation + Training incurs to collect unpaid fees. In the event that the amounts charged to your credit card differ from the confirmation TRU Simulation + Training send to you, or you otherwise wish to question or dispute a charge on your credit card related to the Service, you agree to contact TRU Simulation + Training directly prior to disputing the charge with the credit card company or initiating a chargeback. In the event that you initiate a dispute or chargeback with your credit card company with respect to any valid charge by TRU Simulation + Training, in its sole reasonable discretion, determines that such dispute or chargeback is without merit or fraudulent, without limiting any other rights and remedies available to TRU Simulation + Training, upon written

notice from TRU Simulation + Training: (i) you shall promptly refund to TRU Simulation + Training or its designee the full amount of the refund plus an additional fifty percent of the chargeback (50%) as liquidated damages to compensate TRU Simulation + Training for resulting administrative and accounting costs; (ii) you shall promptly reimburse TRU Simulation + Training or its designee for the full amount of any reasonable collection fees, attorney fees, and any other costs associated with recouping the chargeback or otherwise resolving the dispute; (iii) TRU Simulation + Training may immediately terminate your TRU Simulation + Training account; and (iv) TRU Simulation + Training may, to the extent permitted by applicable law, report your conduct to the credit reporting agencies. In any legal proceeding relating to a credit card dispute or chargeback, the user will bear the burden of proving that the dispute or chargeback was justified and that charges were incorrect or not authorized by the user. TRU Simulation + Training will have the right to report any user suspected of fraud to all applicable law enforcement authorities, and in no event shall TRU Simulation + Training have any liability to any user for making any such report based upon reasonable information.

3.3 Term. The term of the TOS shall commence on the date you accept the TOS and shall continue for the term set forth in the Service Agreement (“Term”).

3.4 Access to Service. You are responsible for obtaining access to the Service, and that access may involve third-party fees (such as Internet service provider charges). You are responsible for those fees. In addition, you must provide and are responsible for all equipment necessary to access the Service.

3.5 Registration, Accounts and Passwords. In consideration of your use of the Service, you represent that you are of legal age to form a binding contract. You further represent that you are not a person barred from receiving the Service under the laws of the United States or other applicable jurisdiction. Your right to use the Service is personal to you. Therefore, a user may only be an individual, not a corporation or other business entity. You also agree to: (a) provide true, accurate, current and complete Registration Data; and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or TRU Simulation + Training has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, TRU Simulation + Training has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). You will receive a password and account designation upon completing the Service's registration process. Your password and account are solely for your personal use, and you shall not authorize others to use your account. You are responsible for maintaining the confidentiality of your password and account, and you are fully responsible for all activities that occur under your password or account. You agree to: (x) immediately notify TRU Simulation + Training of any unauthorized use of your password or account or any other breach of security; and (y) ensure that you exit from your account at the end of each session. TRU Simulation + Training will not be liable for any loss or damage arising from your failure to comply with this section.

3.6 Modifications to Service. TRU Simulation + Training reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that TRU Simulation + Training will not be liable to you or to any third party for any modification of the Service. Unless explicitly stated otherwise, any new features that augment or enhance the current Service shall be subject to the TOS.

3.7 Links. The Service may provide, or third parties may provide, links to other Internet sites or resources. Because TRU Simulation + Training does not evaluate, and has no control over, such sites and resources, you acknowledge and agree that TRU Simulation + Training is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that TRU Simulation + Training shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any such content, goods or services available on or through any such site or resource. You should carefully review the privacy statements and other conditions of use governing such sites or resources.

4. PROPRIETARY RIGHTS IN THE SERVICE AND USER CONTENT

4.1 Proprietary Rights of TRU Simulation + Training. You acknowledge and agree that the Service and all content, data, software, code, and other materials appearing on or used in the Service (collectively “Service Content”) are the proprietary and/or confidential information of TRU Simulation + Training or its licensors, and are protected by applicable intellectual property and other laws. Subject to the license granted below, TRU Simulation + Training and its licensors shall own and retain all right, title and interest in and to the Service and all Service Content, including without limitation all derivative works and all related patents, copyrights, trademarks, service marks, trade secrets, look and feel, and other intellectual and proprietary rights throughout the world.

4.2 Restrictions. Except as expressly authorized in the license below or as otherwise authorized in writing by TRU Simulation + Training, you may not (and may not authorize or sublicense a third party to) copy, modify, publish, transmit, perform, display, rent, lease, loan, share, sell, resell, trade, assign, grant a security interest in or otherwise transfer any right in, exploit for any commercial purpose, reverse engineer, reverse assemble or otherwise attempt to discover any source code of, create derivative works based on, or distribute the Service, your account or password, or any Service Content, in whole or in part. You agree not to access the Service by any means other than through the web-based interface that is provided by TRU Simulation + Training for use in accessing the Service. You may not frame or utilize framing techniques to enclose any Service Content without the express prior written consent of TRU Simulation + Training. Furthermore, you agree to not to: (a) interfere with or disrupt the Service or servers or networks connected to the Service, or violate any requirements, procedures, policies or regulations of networks connected to the Service, including, without limitation, imposing an unreasonable or disproportionately large load (as determined by TRU Simulation + Training in light of the load imposed by other users generally) on the infrastructure of TRU Simulation + Training or its service providers, or using any "bot" or other automated repetitive or iterative mechanism or the like to gain any sort of benefit from the Service; or (b) intentionally or unintentionally violate any applicable local, state, national or international law or regulation, including without limitation providing material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to Section 219 of the Immigration and Nationality Act. You understand that the Service and software embodied within the Service may include security components that permit digital materials to be protected, and use of these materials is subject to usage limitations set by TRU Simulation + Training. You may not attempt to override or circumvent any of the usage limitations embedded into the Service. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Service, in whole or in part, is strictly prohibited. Finally, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside. TRU Simulation + Training does not provide the Service to children; if you are under 18, you may not use the Service.

4.3 License to Service. Subject to the restrictions and conditions set forth in the TOS, TRU Simulation Training grants you, during the Term, a limited, revocable, non-transferable, non-sublicensable and non-exclusive right and license to access the Service via the internet and to use and display the Service Content on a single computer for your personal use. Except as expressly licensed herein, all rights are reserved to TRU Simulation + Training and its licensors, and you do not acquire any rights, express or implied, in the Service or Service Content.

4.4 Trademarks. Without the prior permission of TRU Simulation + Training, you are not permitted to use or any name, trademark, or service mark of TRU Simulation + Training or any affiliate of TRU Simulation + Training in any manner. Without limitation, TRU Simulation + Training (word and design) is a trademark and service mark of TRU Simulation + Training. Other trademarks appearing in the Service are the property of their respective third-party owners. You may not use any meta tags or any other "hidden text" utilizing the name or trademarks of TRU Simulation + Training or its affiliates without the express written consent of TRU Simulation + Training.

5. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

(a) YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY FOR INFORMATION, DATA, UNINTERRUPTED ACCESS, OR PRODUCTS OR SERVICES PROVIDED THROUGH OR IN CONNECTION WITH THE SERVICE. SPECIFICALLY, TRU SIMULATION + TRAINING AND ITS AFFILIATES, LICENSORS AND SERVICE PROVIDERS DISCLAIM ANY AND ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, COMPLETENESS, RELIABILITY, USEFULNESS, OR CONTENT OF INFORMATION, PRODUCTS OR SERVICES, AND DISCLAIM WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.

(b) NEITHER TRU SIMULATION + TRAINING NOR ITS AFFILIATES, LICENSORS OR SERVICE PROVIDERS MAKES ANY WARRANTY: (i) THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; (ii) THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (iii) THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; (iv) THAT ANY ERRORS IN THE SERVICE WILL BE CORRECTED; OR (vii) WITH RESPECT TO ANY OTHER MATTER.

(c) ANY SERVICE CONTENT OR OTHER MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TRU SIMULATION + TRAINING OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

6. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER TRU SIMULATION + TRAINING NOR ITS AFFILIATES, LICENSORS OR SERVICE PROVIDERS SHALL BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO, OR USE OR ALTERATION OF, YOUR INFORMATION OR DATA, WHETHER STORED ON TRU SIMULATION + TRAINING SERVERS OR THE SERVERS OF ANY THIRD-PARTY SERVICE PROVIDER; (iv) ACCESS DELAYS OR ACCESS INTERRUPTIONS; (v) DATA NON-DELIVERY OR DATA MIS-DELIVERY; (vi) ACTS OF GOD; (vii) THE UNAUTHORIZED USE OR MISUSE OF YOUR ACCOUNT NUMBER, PASSWORD OR SECURITY AUTHENTICATION OPTION; (viii) ERRORS, OMISSIONS, OR MISSTATEMENTS IN ANY AND ALL INFORMATION OR SERVICE(S) PROVIDED UNDER THIS AGREEMENT; (ix) PROCESSING OF YOUR APPLICATION, ORDER OR SERVICE CHANGES; (x) DAMAGE TO COMPUTER HARDWARE OR SOFTWARE RESULTING FROM USE OF THE SERVICE OR ANY SERVICE CONTENT THEREIN; OR (xi) ANY OTHER MATTER RELATING TO THE SERVICE. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF TRU SIMULATION + TRAINING OR ITS AFFILIATES, LICENSORS OR SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT WILL THE AGGREGATE LIABILITY OF TRU SIMULATION + TRAINING OR ITS AFFILIATES, LICENSORS OR SERVICE PROVIDERS TO YOU ARISING UNDER OR RELATING TO THE TOS OR THE SERVICE EXCEED THE TOTAL AMOUNT OF PAYMENTS, IF ANY, ACTUALLY RECEIVED BY TRU SIMULATION + TRAINING OR ITS AFFILIATES FROM YOU FOR THE SERVICE DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIMITATION OR EXCLUSION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE RESPECTIVE LIABILITY OF TRU SIMULATION + TRAINING AND ITS AFFILIATES, LICENSORS AND SERVICE PROVIDERS IS LIMITED TO THE GREATEST EXTENT PERMITTED BY SUCH LAW.

7. INDEMNITY

You agree to defend, indemnify, and hold harmless TRU Simulation + Training, its affiliates, licensors and service providers, and their respective employees, agents, officers, and directors (“TRU Simulation + Training Indemnitees”) from and against any damages, awards, amounts paid in settlement, liabilities, costs and expenses (including reasonable attorney’s fees and disbursements) arising from any claim, suit or action brought by a third party against a TRU Simulation + Training Indemnitee arising out of or based on your breach, or purported breach, of any covenant, representation or warranty set forth in the TOS or Service Agreement. In the event of an indemnifiable claim hereunder, the TRU Simulation + Training Indemnitee shall: (a) give you prompt written notice of each such claim; (b) tender to you sole control of the defense or settlement of each such claim at your expense, provided that you shall not settle any indemnified claim without the prior written consent of the TRU Simulation + Training Indemnitee; and (c) cooperate with you, at your expense, in defending or settling each such claim. Subject to the foregoing, the TRU Simulation + Training Indemnitee shall have the right to participate at its own expense in any indemnification action or related settlement negotiations using counsel of its own choice.

8. CONFIDENTIALITY

You shall maintain in strict confidence, and shall not disclose to any third party, any Confidential Information (as defined below) you have obtained or shall obtain from TRU Simulation + Training. “Confidential Information” means any non-public business, financial or technology information disclosed by TRU Simulation + Training to you, including without limitation the Service and all Service Content (including any look and feel). Confidential Information shall not include information that you can demonstrate: (a) is or becomes a part of the public domain through no act or omission on your part; (b) was in your lawful possession prior to the disclosure and had not been obtained by you either directly or indirectly from TRU Simulation + Training; (c) is lawfully disclosed to you by a third party without restriction on disclosure; or (d) is independently developed by you without reference to the Confidential Information. You shall use the same degree of care to protect the Confidential Information that you use to protect your own Confidential Information, but in no event less than a reasonable degree of care. You shall use the Confidential Information solely for the purposes described in the TOS and Service Agreement. The restrictions in this Section will not apply to any Confidential Information that you are required to disclose by law or judicial order, provided that you provide prior written notice of such required disclosure to TRU Simulation + Training as soon as practicable in order to afford TRU Simulation + Training an opportunity to seek a protective order, or, if such order cannot be obtained, an opportunity to make disclosure in a manner least likely to result in

9. TERMINATION

9.1 Termination for Cause. In addition to any other remedies available to either party hereunder, either party may immediately terminate the TOS and the Service Agreement in the event the other party has failed to cure a material breach of the TOS or Service Agreement within fifteen (15) days after receiving written notice from the other party specifying the material breach.

9.2 Effects of Termination. Upon expiration or termination of the TOS or Service Agreement for any reason: (a) all licenses granted hereunder, and under the Service Agreement, shall immediately terminate, and TRU Simulation + Training will have the right to immediately terminate your access to the Service, including deactivating or deleting your account and related information and files in your account; (b) you shall pay to TRU Simulation + Training all amounts that are accrued and payable under the Service Agreement as of the date of such expiration or termination; and (c) you shall promptly delete and destroy any Service Content and other Confidential Information of TRU Simulation + Training in your possession or under your control. Termination of the TOS or any license hereunder by either party shall not limit either party from pursuing any other remedies available to it, including injunctive relief. Upon termination or expiration of the TOS, the following Sections shall survive: Sections 1, 3.7, 4.1, 4.2, 4.4, 5, 6, 7, 8, 9.2, and 10. You agree that, in the event that TRU Simulation + Training terminates the TOS or the Service Agreement in accordance herewith, neither TRU Simulation + Training nor any of its affiliates, licensors or service providers shall be liable to you or any third-party for such termination or for canceling orders or deleting or barring further access to the Service.

10. MISCELLANEOUS

10.1 Notice. TRU Simulation + Training may send notices to you via either email or regular mail. provide notices of changes to the Service or to the TOS or other matters by displaying to you notices or links to notices on the Service. Any such mailings, email messages, displays or postings shall constitute sufficient written notice to you and such notice will be deemed given upon initial transmission. You agree that all agreements, notices, disclosures and other communications that Tru Simulation + Training provides to you electronically satisfy any legal requirement that such communications be in writing. All notices to Tru Simulation + Training must be sent in writing by first class mail or overnight courier to: TRU Simulation + Training, Attention: Brian Shepherd, Managing Member, 6144 Innovation Way, Carlsbad, CA 92009.

10.2 Governing Law and Venue; Time Limit for Assertion of Claims. The construction, interpretation and performance of the TOS, the Service Agreement, and all transactions related thereto shall be governed by and construed in all respects in accordance with the laws of the State of California, without giving effect to the principles of conflicts of laws thereof. The state and federal courts within San Diego County, California will have exclusive jurisdiction over all disputes arising out of the TOS and Service Agreement, and you irrevocably consent to venue in San Diego County, California. You agree that, regardless of any statute or law to the contrary, any dispute or claim arising out of or related to use of the Service provided by TRU Simulation + Training or otherwise arising out of or related to the provisions and conditions of the TOS or Service Agreement, must be asserted within one (1) year after such claim or cause of action first arose or shall be forever barred.

10.3 Dispute Resolution; Attorneys' Fees. In the event of any dispute, claim or controversy arising out of or relating to the TOS or Service Agreement, the parties will attempt in good faith to resolve through negotiation any such dispute, claim, controversy. Either party may initiate negotiations by providing written notice in letter form to the other party setting forth the subject of the dispute and the relief requested. If the dispute cannot be resolved in thirty (30) days, either party may pursue all available remedies at law or in equity. Notwithstanding the foregoing, TRU Simulation + Training may immediately apply to any court of competent jurisdiction for injunctive or equitable relief, without any need to pursue dispute resolution, in the event of any breach of its confidentiality, site security or intellectual property rights. If any action at law or in equity is necessary to enforce the terms of the TOS or Service Agreement, the prevailing party shall be entitled to reimbursement from the other party for its expenses and reasonable attorneys' fees associated with the action, in addition to any other relief to which such prevailing party may be entitled.

10.4 Assignment. The TOS is personal to you, and you may not assign the TOS, the Service Agreement, or any right or obligation hereunder or thereunder. Any such assignment is null and void.

10.5 Entire Agreement; Amendments. The TOS, together with the Service Agreement and any posted special terms, guidelines or rules applicable the Service, if any, constitute the entire agreement between you and TRU Simulation + Training and govern your use of the Service, superseding any prior agreements between you and TRU Simulation + Training, whether oral or written, regarding use of the Service. Except as otherwise expressly authorized in this Agreement, the TOS and Service Agreement may only be amended by a written agreement signed by you and TRU Simulation + Training. In the event of any conflict between the terms and conditions of the TOS and those of the Service Agreement, the terms and conditions of the Service Agreement shall govern.

10.6 Waiver and Severability. The failure of TRU Simulation + Training to exercise or enforce any right or provision of the TOS or the Service Agreement shall not constitute a waiver of such right or provision. If any provision of the TOS or Service Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS and Service Agreement shall remain in full force and effect.

10.7 Section Titles. The section titles in the TOS are for convenience only and have no legal or contractual effect.