

**Last updated: August 2, 2016**

## **PacketZoom Terms of Service – Free Tier**

Please read these Terms of Service (these “Terms”) carefully before using the services offered by PacketZoom, Inc., a Delaware corporation (“PacketZoom,” “we” or “us”). These terms set forth the terms, conditions, and limitations of your use of <http://packetzoom.com> (the “Site”) and PacketZoom’s Mobile Speed as a Service Platform, including the PacketZoom SDK (collectively, the “PacketZoom Platform”) (the “PacketZoom Platform” with the Site, the “Services”).

Before using the Services, you are required to read, understand, and agree to the Terms. You may only register and create an account after reading and accepting the Terms. The column on the right provides a short description of the Terms and is not legally binding. It is important you read these Terms in their entirety to know your full rights and obligations.

**Introduction.** By using the Services, you agree to be bound by the terms and conditions contained herein (the “Terms”), which also incorporate PacketZoom's Privacy Policy and all other operating rules, policies and procedures that may be published from time to time on the Site or through the Services by PacketZoom, each of which is incorporated by reference and each of which may be updated by PacketZoom from time to time without notice to you in accordance with the terms set out below. In addition, some services offered through the Services may be subject to additional terms and conditions specified by PacketZoom from time to time. Your use of such services is subject to those additional terms and conditions, which are incorporated into these Terms by this reference. These Terms apply to all users of the Services, including, without limitation, publishers who incorporate a PacketZoom SDK into their mobile applications and access the PacketZoom Platform and advertisers who promote their products and services through the PacketZoom Platform. If you do not agree to the terms and conditions contained in these Terms, you may not access or otherwise use the Services.

By using our Services, you won’t be agreeing to give us your first-born child—but you WILL agree to all the terms below, our Privacy Policy, and any additional terms that may apply.

We may, in our sole discretion, modify these Terms with or without notice to you. The "Last Updated" date at the top of these Terms will indicate when the latest modifications were made. By continuing to access and use the Services after these Terms has been modified, you are agreeing to such modifications. Therefore, you should review these Terms prior to each use of the Services. In addition, when using particular services or features or making purchases on the Services, you shall be subject to any posted guidelines or policies applicable to such services, features or purchases that may be posted from time to time. All such guidelines or policies are hereby incorporated by reference into these Terms.

You represent and warrant that if you are an individual, you are of legal age to form a binding contract, or that if you are registering on behalf of an entity, that you are authorized to enter into, and bind the entity to, these Terms and register for the Services.

PacketZoom may, in its sole discretion, refuse to offer the Services to any person or entity and change its eligibility criteria at any time. You are solely responsible for ensuring that these Terms are in compliance with all laws, rules, and regulations applicable to you and the right to access the Services is revoked where these Terms or use of the Services is prohibited and, in such circumstances, you agree not to use or access the Site or Services in any way.

**Service usage; Termination of usage.** As a condition to using the Services, you are required to register with PacketZoom and select a user ID ("PacketZoom User ID"). You hereby acknowledge and agree to provide PacketZoom with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of these Terms, which may result in immediate termination of your account. You may not: (i)

Expect that we will update these Terms. And by continuing to use our Services, you agree to any updates. Please don't agree to anything you don't know, so be sure to occasionally revisit this page.

You're old enough to agree to these Terms or you're important enough to agree for someone else.

Even with shoes and shirt, we still won't serve you if you breach these Terms.

You must register to use our Service. Please don't lie about your identify or pretend to be someone you're not.

Be sure to keep your information

select or use as a PacketZoom User ID a name of another person with the intent to impersonate that person; (ii) use as a PacketZoom User ID a name subject to any rights of a person other than you without appropriate authorization. PacketZoom reserves the right to refuse registration of, or cancel a PacketZoom User ID in its discretion. You shall be responsible for maintaining the confidentiality of your PacketZoom password, and are fully responsible for all activities that occur under PacketZoom User ID. You agree it is your responsibility to: (a) immediately notify PacketZoom of any unauthorized use of your PacketZoom User ID or any other breach of security; and (b) ensure that you exit from your account at the end of each session.

You further agree that you will not access the Services by any means except through the interface provided by PacketZoom for access to the Services. Creating or maintaining any link from another website or application to any page or functionality on the Services without the prior written authorization of PacketZoom is prohibited. Running or displaying the Services or any information or material displayed on the Services in frames or through similar means on another website or application without the prior written authorization of PacketZoom is prohibited. Any permitted links to the Services must comply with all applicable laws, rules, and regulations.

These Terms are effective unless and until terminated by either you or PacketZoom. You may terminate these Terms at any time, provided that you discontinue any further use of the Services. PacketZoom also may terminate or suspend these Terms, at any time, without notice, and accordingly deny you access to the Services, for any reason, including without limitation, if in PacketZoom's sole discretion you fail to comply with any term or provision of these Terms or your use is harmful to the interests of another user or PacketZoom and its Affiliated

safe, too. Protect your password, log out after you're done, and let us know if something's wrong.

Please don't do anything sneaky to access our Services.

If you don't agree with these terms, you must stop using our Services. We may also deny you our Services (without notice) if you violate any of our terms. If it comes down to this, you must stop using our Services and destroy all of the stuff you

Parties (as defined below), and/or their respective business partners. Upon any termination of the Terms by either you or us, you must promptly stop using the Services and destroy all materials downloaded, as well as all copies of such materials, whether made under the Terms or otherwise. Any fees paid hereunder are non-refundable. All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, limitations of liability, and any provisions regarding your use of confidential and/or proprietary information.

PacketZoom reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. Except as otherwise expressly stated in these Terms, you agree that PacketZoom and its Affiliated Parties (as defined below) shall not be liable to you or to any third party for any modification, suspension or discontinuation of the Services.

PacketZoom does not guarantee that the Services will be operable at all times or during any down time caused by any of the following: (i) caused by outages to any public Internet backbones, networks or servers; (ii) failures of your equipment, systems or local access services; (iii) previously scheduled maintenance; or (iv) events beyond PacketZoom's (or affiliated parties') control such as strikes, riots, insurrection, fires, floods, explosions, war, governmental action, labor conditions, earthquakes, natural disasters, or interruptions in Internet services to an area where PacketZoom (or its affiliated parties) or your servers are located or co-located. For users of the Analytics Services, complete accuracy in all aspects of your statistics at all times also is not guaranteed. It is your responsibility to ensure that your systems and applications are functioning correctly and sending accurate data, to PacketZoom servers.

downloaded from us and any copies you made. Lastly, you agree to that some of these terms will survive our breakup—you own what was yours, we own what was ours, and you won't tell anyone our secrets.

We may change our Services or stop providing them at any time, and you won't sue us for it.

We'll try our best but we won't guarantee that you'll be able to use our solution all hours of the day, 7 days a week. Please plan accordingly and back up all your data!

**License to PacketZoom SDK.** PacketZoom grants to you a limited, revocable, non-transferable, non-exclusive and non-sublicensable license during the Services term to use the PacketZoom SDK solely to access the PacketZoom Platform and solely to the extent permitted hereunder. Except to the limited extent expressly provided in these Terms, PacketZoom does not grant, and you will not acquire, any right, title or interest (including, without limitation, any implied license) in or to any PacketZoom intellectual property rights; and all rights not expressly granted herein are reserved to PacketZoom. The PacketZoom SDK may be downloaded from the Site.

**Use of data provided to you by PacketZoom.**

Data derived only from your user data and provided by the PacketZoom dashboard is your data ("Product Data"). PacketZoom may compile and aggregate the Product Data and use such Product Data in the following manner: (i) PacketZoom may retain a copy of the Product Data as necessary to comply with applicable law, (ii) PacketZoom may use the Product Data for the purpose of providing and improving the Services, and (iii) PacketZoom may use the Product Data solely in aggregate, non-identifiable form (i.e., not identifying you or any end user) for PacketZoom's legitimate business purposes, provided that PacketZoom may not at any time disclose Product Data in a form that identifies you and/or any end user of your mobile application to a third party without your prior written authorization. You agree that you shall not publish or otherwise disclose results of tests or other analysis performed by your or our team and shared with you, unless otherwise approved by us in writing.

**Terms of usage.** As a condition to your use of the Services and in addition to any other limitations imposed on your use of the Services under these Terms, you agree not to engage in any of the following prohibited activities: (i) using any automated system, including without limitation "robots," "spiders," "offline readers," etc. or any

Without further ado, we grant you limited permission to use our Services. Keep in mind we still own these Services.

Any data you own remains yours. But we may use your data to comply with the law, improve our services, or conduct our business in a way that doesn't personally identify you. You also agree to get our written permission before you publish or share any test results about our Services.

Bad people do bad things. Don't do bad things like spamming people, hacking us, and generally being a jerkface. You agree to not

other mediums to access or disrupt the Services; (ii) transmitting spam, chain letters, or other unsolicited email; (iii) attempting to interfere with or compromise the system integrity or security of the Services; (iv) uploading invalid data, viruses, worms, or other software agents to the Services; (v) collecting or harvesting any personally identifiable information from the Services or from any users of the Services; (vi) using the Services for any commercial solicitation purposes; (vii) modifying or otherwise making any derivative uses of the Services or its content; (viii) decompiling, disassembling, reverse engineering, or otherwise attempting to derive the source code from the Services or any software associated with the Services; (ix) altering or removing any copyright, trademark, or other protective notices contained in or on any portion of the Services; (x) sell or commercially use the Services or any content therein; (xi) submitting any content or information that violates any intellectual property rights (including moral rights) of any third party; or (xii) submitting any content or information that is reasonably considered to be unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that are otherwise reasonably objectionable to the Company.

Additionally, from time to time we may access your app(s) for delivery speed benchmarking on various mobile networks. This benchmarking may result in increased data usage for those users on whose devices those tests are performed.

**Fees and payment.** PacketZoom offers a free tier for its Services. If you want to use the Services beyond the limits of the free tier, you will be required to pay the fees associated with any overage as described on the [pricing page](#) of the website. You agree that you are fully responsible for reviewing and understanding the usage limits of the free tier, and understand that you can control PacketZoom usage on the dashboard at any time.

**Privacy.** Use of the Services is subject to the

do any of the bad things listed on the left.

Sometimes we need to check out how networks around the world are working. We might need a little help doing that.

There's a free and paid version of the Services. If you want to use the Services beyond the limits of the free tier, please let us know and we'll help you get set up with a Custom Account.

terms of our Privacy Policy, which is hereby incorporated into and made part of these Terms. Please carefully review our Privacy Policy. By using the Services, you acknowledge that you have read, and you agree to be bound by, the terms of our Privacy Policy. We reserve the right, and you authorize us, to use information regarding your use of the Services, account registration, and any other personal information provided by you in accordance with our Privacy Policy. You further acknowledge and agree that any disputes related to the Privacy Policy, including any breaches in security or privacy, will be subject to the limitations on liability, dispute resolution and arbitration provisions contained in these Terms. PacketZoom does not knowingly collect any personal information from children under the age of 13.

**GENERAL DISCLAIMERS; LIMITATION OF LIABILITY.** YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS, PACKETZOOM, ITS SUBSIDIARIES AND OTHER AFFILIATED COMPANIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND OTHER REPRESENTATIVES (COLLECTIVELY, "AFFILIATED PARTIES") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS, PACKETZOOM AND ITS AFFILIATED PARTIES MAKE NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS, (B) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE INFORMATION THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, AND (E) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. ANY MATERIAL

By using our Services, you agree that you have read our Privacy Policy and agree to be bound by it.

You understand that we don't guarantee anything regarding our Services, and it's up to you to determine whether PacketZoom and its Services are right for you.

DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, YOUR MOBILE DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PACKETZOOM AND ITS AFFILIATED PARTIES OR ON OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

PACKETZOOM AND ITS AFFILIATED PARTIES SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING ANY LIABILITY (A) AS A PUBLISHER OF INFORMATION, (B) FOR ANY INCORRECT OR INACCURATE INFORMATION, (C) FOR ANY UNAUTHORIZED ACCESS TO OR DISCLOSURE OF YOUR TRANSMISSIONS OR DATA, (D) FOR STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES, OR (E) FOR ANY OTHER MATTER RELATING TO THE SERVICES OR ANY THIRD PARTY WEBSITE OR APPLICATION. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF GOOD WILL, LOSS OF USE, LOSS OF DATA, COST OF PROCURING SUBSTITUTE GOODS, SERVICES OR INFORMATION, LITIGATION OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF AN INDIVIDUAL ADVISES OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF LIABILITY SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN PACKETZOOM AND YOU. THE INFORMATION AND SERVICES OFFERED ON AND THROUGH THE SERVICES WOULD NOT BE

You understand that bad things sometimes happen to good people. But you also understand that we are not liable for bad things that may happen to you. In the event that we are, the maximum we can pay you is the amount you paid to use our Services for the past three months.



PROVIDED WITHOUT SUCH LIMITATIONS. NOTWITHSTANDING THE FOREGOING, THE SOLE AND ENTIRE MAXIMUM LIABILITY OF PACKETZOOM AND AFFILIATED PARTIES FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE OR CLAIM WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR ANY INFORMATION OR SERVICE PURCHASED BY YOU FROM PACKETZOOM ON THE SERVICES DURING THE THREE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE RELEVANT CLAIM. YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE NOT PAID PACKETZOOM ANY AMOUNTS FOR ANY INFORMATION OR SERVICE PRIOR TO THE DATE ON WHICH YOU FIRST ASSERT ANY CLAIM, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH PACKETZOOM IS TO STOP USING THE SERVICES AND CANCEL YOUR ACCOUNT.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE EXCLUSIONS AND LIABILITY ARE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

**Indemnification.** You agree to indemnify, defend and hold harmless PacketZoom and its Affiliated Parties, and their respective business partners, against all claims, demands, causes of action, losses, expenses, damages and costs, including any reasonable attorneys' fees, resulting or arising from or relating to your use of or conduct on the Site or the Services, any activity related to your PacketZoom User ID by you or any other person, any material that you submit to, post on or transmit through the Services, your breach of these Terms, your infringement or violation of any rights of another, your alleged failure to comply with your terms or use, and/or privacy policy, your use of the Services in violation of any

We disclaim our liability to the maximum extent allowed by law.

You are responsible to us for anything that happens from your use of our Services.

applicable law, rules or regulations, or termination of your access to the Services. PacketZoom reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with PacketZoom in asserting any available defenses.

**Marketing.** By agreeing to use the Services, you, on behalf of your organization, expressly authorize PacketZoom, to produce, publish, and share a case study on PacketZoom's website about your organization's use of PacketZoom, and allow PacketZoom to use your organization's name and logo in self-promotional materials such as press releases, advertisements, brochures, etc., without compensation.

**Filtering.** Pursuant to 47 U.S.C. Section 230 (d) as amended, we hereby notify you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protection is available at <http://www.staysafeonline.org>.

**Applicable law; Dispute resolution.** The Services are controlled and operated by PacketZoom from within the United States of America, and is intended for use only by residents of the United States. PacketZoom makes no representations or warranties that the content or materials of the Services are appropriate or lawful in any foreign countries, or that any items or applications offered for sale or download through links on the Services will be available outside the United States. Those who choose to access the Services from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

You give us permission to publish your company's name and logo on any of our promotional materials.

Here's a website to help protect minors from bad things on the internet.

Our Services are intended only for U.S. residents, but we welcome everyone who agrees to these Terms to use our Services. But you are responsible for ensuring that your use complies with the laws of your country and territory.

You agree that all disputes or claims relating your use of the Services will be resolved individually (not in a class or consolidated) and through binding arbitration as opposed to State or Federal court only after you have contacted PacketZoom with your concern. You agree the arbitration shall be conducted by the American Arbitration Association and under its rules. You agree the arbitrator will apply the substantive laws of the State of California. Visit [www.adr.org](http://www.adr.org) for more information. Additionally, you agree that all arbitration hearings shall be conducted by phone or through the submission of documents unless otherwise mutually agreed upon. However, if your claims qualify for "small claims" court, PacketZoom agrees you may file your claim in "small claims" court. Given the above language, you expressly grant PacketZoom the authority to file injunctive or other equitable relief in a court of competent jurisdiction to prevent or halt the breach of any terms of use or conditions stated in these Terms. For any claims against PacketZoom filed in a contrary manner to these Terms, you agree that PacketZoom may file a claim to recover attorneys' fees in a court of competent jurisdiction.

**Severability; Interpretation; Entire agreement; Headings.** When used in these Terms, the term "including" shall be deemed to be followed by the words "without limitation." This Terms of Service is the entire agreement between PacketZoom and you and supersedes any prior written or oral agreements. If any provision of these Terms becomes invalid, illegal, void, or unenforceable under any applicable law, each such provision shall be deemed amended to conform to applicable law; or, if it cannot be amended without materially altering the terms of this Terms of Service, such provision shall be deleted. The failure of PacketZoom to enforce any right or provision of these Terms does not constitute a waiver of that right or a waiver of future enforcement. The headings provided in these Terms are for your reference only and shall not limit or otherwise affect the meaning of any provision in these Terms.

You agree to resolve our differences through arbitration, or small claims court.

You agree that:

- (a) these Terms are indeed the only binding agreements between PacketZoom and you;
- (b) if a provision in these Terms ends up not being enforceable, then the rest of these Terms still stands;
- (c) we retain all our legal rights under these Terms, even if we don't enforce them; and

**Miscellaneous.** The failure of PacketZoom and its Affiliated Parties to insist upon strict adherence to any term of these Terms shall not constitute a waiver of such term and shall not be considered a waiver or limit that party's right thereafter to insist upon strict adherence to that term or any other term of these Terms.

You agree that regardless of any statute or law to the contrary, any claim of cause of action arising from or relating to use of the Services or these Terms must be filed within one year after such claim or cause of action arose, or will be forever barred. The "General Disclaimers; Limitation of Liability" provisions of these Terms are for the benefit of PacketZoom and its Affiliated Parties as defined herein, and each of these individuals or entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

**Copyright Policy.** We respect the intellectual property rights of others and require that Service users do the same. If you believe that your proprietary work has been copied in a way that constitutes copyright infringement, please forward the following information to PacketZoom at [support@packetzoom.com](mailto:support@packetzoom.com), designated as such pursuant to the Digital Millennium Copyright Act, 17 U.S.C. 512(c)(2), named below:

1. A physical signature of the person authorized to act on behalf of the owner of the copyright;
2. A description of the copyrighted work that you claim has been infringed;
3. A description of where the material that you claim is infringing is located on the Services;
4. Your address, telephone number, and email address;
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its

(d) headings are for your references only and are not legally binding.

Everyone makes mistakes and we may give you second chances, but it doesn't mean we waive any rights under these Terms.

Regardless of what the law says, you have one year to file any claims relating to these Terms or use of our Services.

We take your copyright seriously and you should too. If you believe your copyrights have been violated, please let us know.

agent, or the law; and

A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf

**Language.** Where PacketZoom has provided you with a translation of the English language version of these Terms, then you agree that the translation is provided for your convenience only and that the English language versions of the Terms will govern your relationship with PacketZoom. If there is any contradiction between what the English language version of these Terms says and what a translation says, then the English language version shall take precedence.

**Assignment.** You agree and consent that the agreement between you and PacketZoom, as evidenced in these Terms, and any information collected about you, including any information collected per the Privacy Policy, can be sold, assigned, transferred, or otherwise conveyed to a third party as part of a merger, acquisition, reorganization, sale of the assets, in the event of a bankruptcy, or any other such change of control situation. Additionally, you agree that these Terms continues to bind you and guide the terms and conditions of your use of the Services in any of the foregoing circumstances.

**Contact Information.** If you have any comments, questions, or complaints regarding these Terms or the Services, or wish to report any violation of these Terms, please contact us. We will address any issue to the best of our abilities as soon as possible.

We may provide you with a non-English translation of these Terms, but the English language shall always control.

You allow us to pass on these Terms and any information collected about you to our future successors.