



Merchants' Terms and Conditions of Use

Last Updated: August 29, 2021

1. Introduction

These Terms and Conditions of Use (the "Terms") describe the terms and conditions of the services made available by **Troo Technologies, Inc.** ("Inventroo") (the services made available to you by Inventroo are the "Service" or the "Services"). Any of your obligations set out in these Terms relating to the use of Device or the Service are in addition and not in substitution of any other obligations imposed on you by any "Authorized Sublicensor" (as specifically identified therein) under any separate agreement covering purchase or lease of such Device or Service.

2. Agreement

These Terms form a contract between you and Inventroo regarding your use of the Service. Your accessing www.inventroo.com ("Inventroo Website"), your use of a Device (as defined below), your use of any Service we make available to you and clicking to accept these Terms (where this option is made available to you) all constitute valid and binding means by which you accept these Terms. When you are accepting these Terms on behalf of your business, you represent and warrant that you have the right and authority to bind your business to these Terms and confirm that you are not barred or otherwise legally prohibited from accessing or using the Service.

3. Your Use of the Service

Inventroo grants you a personal, limited, non-exclusive, revocable, non-transferable license, without the right to sublicense or assign in any way, to access and use the Service for your internal business use solely in your country of business (i.e. Republic of Ireland) to manage your establishment and/or conduct associated point of sale activities in accordance with these Terms.

4. Restrictions

You shall not and shall not permit any third party to:

- (a) access or attempt to access the Service (or any part) that is not intended to be available to you;
- (b) access or use (in any format) the Service (or any part) through any time-sharing service, service bureau, network, consortium, or other means;
- (c) without Inventroo's advance written consent, use, ship or access the Service (or any part) outside or from outside of the country of business (i.e. Republic of Ireland);
- (d) perform or attempt to perform any actions that would interfere with the proper working of the Service, prevent access to or use of the Service by other users, or impose a large load on Inventroo's infrastructure, network capability or bandwidth; or
- (e) use the Service (or any part) except as permitted in these Terms.

5. Service Requirements and Limitations

5.1 You may access the Service through your tablet, or other mobile or fixed form factor identified by Inventroo as compatible with and capable of accessing and/or supporting the Service ("Device") using a wired (Ethernet) or wireless (Wi-Fi or cellular) connection to the Internet. You are solely responsible for the payment of any fees that may be imposed by your Internet/data provider. Your use of the Service accessed wirelessly or through the Internet is subject to: (a) the terms of any agreements you have with your Internet/data provider; and (b) availability, transmission range and uptime of the services and any wireless equipment.

5.2 You may use the Service to conduct point of sale activities offline. Transactions initiated offline will be queued and submitted for authorization when Internet connectivity to the Inventroo platform is restored. You assume all risk, responsibility and liability associated with any transaction that you choose to conduct while the Service is offline.

5.3 The Service does not function with every mobile device. Inventroo may alter which Devices are approved as compatible with the Service in Inventroo's discretion.

5.4 You shall at all times comply with any operating procedures, requirements, or guidelines regarding your use of the Service that are posted on the Inventroo Website or otherwise provided or made available to you.

5.5 You agree that Inventroo shall not have any liability to you arising directly or indirectly from or otherwise concerning: (a) any termination, suspension, delay or disruption of the Service (including billing for the Service) by the Internet, any common carrier or any third party service provider; (b) any failure, disruption or malfunction of the Service, the Internet, or any communications network, facility or equipment beyond Inventroo or a third party's reasonable control; (c) your failed attempts to access the Service or to complete transactions via the Service; or (d) any failure to transmit, obtain or collect data or for human, machine or software errors or faulty or erroneous input by you.

6. Communicating with Customers through the Service

6.1 You must comply with applicable law, including by obtaining any legally required consent, when collecting and using customer contact details to communicate with your customers through the Service. You must promptly honor any customer opt-out.

6.2 You may not use the Service to send marketing communications except to the contact information provided directly to you by the consumer and with the proper consumer choice as required by law.

7. Third Party Services

The Service may contain links to services, products or promotions provided by third parties and not by Inventroo ("Third Party Services"). If you decide to use Third Party Services, you will be responsible for reviewing and understanding the terms and conditions associated with the Third Party Services (including obtaining and maintaining any required third party hardware and/or software that is required for the Third Party Services to work with the Service). ANY ACCESS OF OR CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH YOUR USE OF THIRD PARTY SERVICES IS ACCESSED OR DOWNLOADED AT YOUR OWN RISK. INVENTROO WILL NOT BE RESPONSIBLE FOR ANY ACTIONS OR ANY FAILURES TO ACT OF ANY THIRD PARTY, AND EXPRESSLY DISCLAIMS ALL LIABILITY RELATED TO ANY THIRD PARTY SERVICES. INVENTROO DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PROVIDER OF A THIRD PARTY SERVICE OR THIRD PARTY SERVICE ADVERTISED OR OFFERED THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING. INVENTROO WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND PROVIDERS OF THIRD PARTY SERVICES.

8. Account Registration; Inventroo Dashboard; Inventroo Virtual Terminal

If and when prompted by Inventroo's registration process to register and create a "Member" or "Merchant" account ("Account"), you agree to (a) provide true, accurate, current and complete information about yourself and/or your business, and (b) maintain and update this information to keep it true, accurate, current and complete. If any information provided by you is untrue, inaccurate, not current or incomplete, Inventroo has the right to terminate your Account and refuse any and all current or future use of the Service.

You may use your Account to connect to your-specific Inventroo webpage ("Inventroo Dashboard"). You may access certain software applications Inventroo provides as part of the Inventroo Services that reside on the Inventroo Dashboard, or you may download the enrolled and authorized applications during or after initial set-up. The applications (and their functionality) that make up the Service may vary from time to time. You, and your authorized users and employees, can access the Inventroo Dashboard via most internet browsers.

Through the Inventroo Dashboard and using your Account, you and your authorized employees will be able to accept payments for card not present transactions (the “Inventroo Virtual Terminal”). All transactions accepted through the Inventroo Virtual Terminal will be governed by these Terms.

Inventroo provides you with access to the Inventroo platform which includes the **Inventroo Dashboard, Inventroo Virtual Terminal functionality, hosted checkout capabilities**, and developer tools APIs

9. Maintenance on the Service

9.1 Inventroo may perform maintenance on the Service which may result in service interruptions, delays, or errors. Inventroo will not be liable for any such interruptions, delays, errors, or bugs. Inventroo may contact you in order to assist you with the Service and obtain information needed to identify and fix any errors.

9.2 Inventroo may, at its discretion, release enhancements, improvements or other updates to any software. If Inventroo notifies you that such update requires an installation, you shall integrate and install such update into your systems within 30 days of your receipt of such notice. Failure to install any updates in a timely fashion may impair the functionality of the software or Service. Inventroo shall have no liability for your failure to properly install the most current version of any software or any update, and Inventroo shall have no obligation to provide support or services for any outdated versions.

9.3 Certain software can automatically install, download, and/or deploy updated and/or new components, which may include a new version of the software itself. You shall not, in any event or in any manner, impede the update process. You agree to assume full responsibility and indemnify Inventroo for all damages and losses, of any nature, for all adverse results or third party claims arising from your impeding the update process.

10. Fees: Terminals & Software SaaS Merchant Plans & Pricing

You will be charged and agree to pay the applicable fee to use the Service, as stipulated by Inventroo pricing plans detailed in section 10.1 below of which changes and amendments from time to time will be published on our website (www.inventroo.com/pricing), and all applicable taxes (other than taxes based on Inventroo's income), duties or other governmental assessments based on your use of the Service. If you dispute any amounts you are charged, you must notify Inventroo in writing within 30 days of incurring the charge that you dispute. If you notify Inventroo after 30 days, you agree Inventroo has no obligation to effect any adjustments or refunds. If you have an agreement with an Authorized Sublicensor for any Inventroo service plan, Inventroo will collect the amounts described in the first sentence of this Section from you for such plan on behalf of, and remit the amounts to, the Authorized Sublicensor.

10.1 You can purchase or lease our hardware devices at a purchase price as determined by us from time to time or as published on our website. As of the date and time of this terms, the Inventroo’s “Till Pro” cost is a one-time fee of 1000 Euros (Android Dual Screen + Cash Box + Receipt Printer)

10.2 Merchant SaaS plans are tiered. Full-featured plans provide access to premium modules in addition to all the entry-level plan modules. As of the time of the last update of these terms, Inventroo offers the full featured plans to merchants with the following features:

- Smart, cloud-based payments, employee & customer management
- Full-featured POS with enhanced inventory and order management, including features for counter service restaurants + payments
- Cloud Data Storage

Subscription for the full featured merchant plan is

- 0.35 Euro Cents (for processed order line items with unit price \geq 5 Euros)
- 0.20 Euro Cents (for processed order line items with unit price $<$ 5 Euros)

These pricing are applied to each unit price of each line item of a sales invoice processed via Inventroo’s Till Pro Systems.

10.3 Payment Reconciliation: All payments accruing to Inventroo shall be reconciled and remitted accordingly not more than 7 working days after the transaction date. This is in cases where the merchant collected cash for the sale or used a separate payment gateway for payment processing other than Inventroo's. Failure will attract a rolling interest of 3% counting from the 8th working day after transaction is made.

In cases where Inventroo's payment gateway was used at checkout, Inventroo will make remittances to the merchant not later than transaction day + 1.

10.4 You shall install any and all App updates as notified by us to you, to continue using the Services.

11. Term and Termination

11.1 These Terms commence on the date on which you first use the Service and continue for 3 years and renewable for subsequent periods of 3 years. The subscription term will automatically renew upon expiration of the initial term and shall be equal in duration as the initial term, unless either party gives notice of cancellation prior to the expiration of the initial or any renewal term. The fee charged during any renewal term will be equal to the fee in effect during the immediately preceding subscription term, unless Inventroo provides advance notice of a fee change, which fee change will be effective upon the renewal term.

11.2 Inventroo may permanently or temporarily terminate, suspend, or otherwise refuse to permit your access to the Service without any notice and liability for any reason, including if in Inventroo's sole determination you violate any provision of these Terms.

11.3 Upon termination of these Terms for any reason, you must immediately stop using the Service and your license to use the Service provided under these Terms shall end. Upon your termination of these Terms, Inventroo will provide you with a reasonable period of time to allow you to extract your Account Data (defined below) that Inventroo has stored on its servers as of the termination date. Subject to the foregoing sentence and applicable law and card association rule requirements, Inventroo will delete Account Data stored on Inventroo's servers upon your termination of these Terms, and Inventroo will not be liable to you or any third party for termination of access to the Service or deletion of your Account Data.

11.4 The rights, obligations and limitations of Sections 5.2, 5.5, 9.2, and 9.3, and Articles 2, 11, 13, 14, 15, 16, 17, 18, 19 and 23 will survive termination of these Terms.

12. Privacy and Data Use

12.1 All data collected via the Inventroo Website or in connection with your use of the Service, including customer information and information about your business and employees used with or stored in or by the Service, is collected by Inventroo. The Inventroo Privacy Policy (available at <https://www.Inventroo.com/privacy-policy>) describes Inventroo's collection, use, disclosure, and other practices of Inventroo in connection with such data.

12.2 You shall comply with all applicable laws pertaining to the privacy, secrecy, confidentiality, collection, usage, sharing, security, protection, disposal, or international transfer, of personal information, including laws applicable to direct marketing, telemarketing, and unsolicited e-mails or text messages. Applicable laws may include but are not limited to EU laws bordering on consumer protection and state data security laws, security breach notification laws, laws imposing minimum security requirements, laws requiring the secure disposal of records containing certain personal information, as well as any Inventroo requirements related to such matters.

12.3 You must implement reasonable security measures designed to protect the personal information that you collect, use, disclose, transfer, or otherwise process in connection with your use of the Service and Device. You acknowledge and agree that you are solely responsible for all privacy and information security obligations and liabilities relating to any data that you download, export, or otherwise transfer from the Service or Device to your own information environment.

12.4 You shall maintain and make available to consumers a privacy policy applicable to your use of the Service and Device, including any applications installed on the Device.

12.5 You must ensure that any third parties with which you share personal information in connection with your use of the Service or Device (including, without limitation, app developers whose applications are made available through

the Inventroo App Marketplace) will provide the same level of privacy and data security protection that you are legally required to maintain and which you promise to maintain.

12.6 You must respond in a legally appropriate manner to any legally valid requests from individuals pertaining to the individual's privacy or data subject rights at your sole cost and expense.

12.7 You acknowledge and agree that when you install an application on the Device, you establish a contractual relationship with the developer of the application. By installing an application, you authorize and instruct Inventroo to process and transfer personal information to facilitate your ongoing use of the application, including the disclosure of certain categories of personal information to the developer of the mobile application and the receipt of personal information from the developer, as may be required by the application, until such time as you instruct Inventroo otherwise. You are solely responsible for instructing an application developer to cease processing and/or destroy any personal information.

12.8 Inventroo may process personal information to create aggregated, anonymized, or de-identified information and use that information for its lawful business purposes, including for purposes of creating data insights and analytics and demographic profiling.

12.9 Unless you have received prior written consent to do so from Inventroo, you may not use the Services to (a) process personal information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership; or genetic data, biometric data, data concerning health, or data concerning a natural person's sex life or sexual orientation; or (b) upload or incorporate, process transactions involving, or otherwise provide Inventroo with, any "protected health information" according to set out regional regulatory stipulations.

12.10 You agree to provide reasonable assistance to help Inventroo comply with its privacy or data protection legal obligations, or defend against any claims or investigations, in either case, in any way arising from or related to the Terms. You agree to promptly notify Inventroo of any opt-outs and legally valid data subject rights requests relating to data with Inventroo's possession, custody, or control.

13. Protecting Information

13.1 You shall safeguard all confidential information Inventroo supplies or otherwise makes accessible to you using a reasonable degree of care. You shall only use Inventroo's confidential information for the purposes of these Terms and shall not disclose Inventroo's confidential information to any person, except as Inventroo may agree in advance and in writing. At Inventroo's request, you shall return to Inventroo or destroy all of Inventroo's confidential information in your possession or control.

13.2 You are solely responsible for ensuring that your account numbers, passwords, security questions and answers, login details and any other security or access information used by you to use or access the Service is kept safe and confidential. You must prevent unauthorized access to and use of any of your information or data used with or stored in or by the Service (collectively, "Account Data"). You are responsible for electronic communications sent to Inventroo or to any third party containing Account Data and for all uses of the Service in association with your Account Data, whether or not authorized by you. Inventroo has the right to rely on user names, password and other signor credentials, access controls for the Service or any software provided or approved by Inventroo to authenticate access to, and use of, the Service and any software. You must immediately notify Inventroo if you become aware of any loss, theft or unauthorized use of any Account Data (see Inventroo Service support center contact information below). Inventroo reserves the right to deny you access to the Service, in whole or in part, if Inventroo believes that any loss, theft or unauthorized use of any Account Data or access information has occurred.

13.3 You may submit comments or ideas about the Service, including about how to improve the Service. By submitting any idea, you agree that (a) Inventroo expressly disclaims any confidentiality obligations or use restrictions, express or implied, with respect to any idea; (b) your submission will be non-confidential; and (c) Inventroo is free to use and disclose the idea on an unrestricted basis without notifying or compensating you. You release Inventroo from all liability and obligations that may arise from Inventroo's receipt, review, use or disclosure of any portion of any idea.

14. Intellectual Property

14.1 All right, title and interest in and to all confidential information and intellectual property related to the Service (including Marks, all software, the content of any materials, web screens, layouts, processing techniques, procedures, algorithms, and methods and any updates, changes, alterations, or modifications to or derivative works from such intellectual property), owned, developed or licensed by Inventroo at any time or employed by Inventroo in connection with the Service, shall be and remain, as between Inventroo and you, Inventroo's or its affiliates', Inventroo's vendors'

or licensors' (as applicable) sole and exclusive property and all right, title and interest associated with the Service not expressly granted by Inventroo in these Terms are deemed withheld. You may not use Marks in any manner, including in any advertisements, displays, or press releases, without Inventroo's prior written consent. "Marks" means Inventroo's names, logos, emblems, brands, service marks, trademarks, trade names, taglines or other proprietary designations.

14.2 You shall not, and shall not permit any third party to: (a) decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct or discover by any means any source code, underlying ideas or algorithms of the Service, (or any part), except to the extent that such restriction is expressly prohibited by law; (b) modify, translate, or alter in any manner, the Service (or any part) or the Marks; (c) create derivative works of or based on the Service (or any part), or the Marks; (d) except for backup and archival purposes, directly or indirectly copy the Service (or any part); (e) republish, upload, post, transmit, disclose, or distribute (in any format) the Service (or any part) except as permitted in these Terms; or (f) remove, relocate, or otherwise alter any proprietary rights notices from the Service (or any part) or the Marks.

14.3 If Inventroo provides you with copies of or access to any software or documentation, unless otherwise expressly stated in writing, that software and documentation is provided on a personal, non-exclusive, non-transferable, non-assignable, revocable limited license for the period of your subscription to the Service and solely for you to access and use the software and documentation to receive the Service for its intended purpose on Devices owned or licensed by you.

14.4 You shall not take any action inconsistent with the stated title and ownership in this Section 14. You will not file any action, in any forum that challenges the ownership of any part of the Service, any related software, materials or documentation. Failure to comply with this provision will constitute a material breach of these Terms.

15. Inventroo Service Disclaimer

USE OF THE SERVICE IS AT YOUR OWN RISK AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS" AND INVENTROO DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO YOU OR ANY OTHER PERSON, INCLUDING ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT THE SERVICE WILL OPERATE UNINTERRUPTED OR ERROR FREE OR THAT THE SERVICE IS SECURE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR DOES NOT INFRINGE THE RIGHTS OF ANY PERSON.

16. Your Responsibilities

16.1 You shall comply fully with the requirements of all applicable federal, state and local laws and regulations related to your use of the Service and provision and use of any cardholder data, customer information and other point of sale data in connection with the Service. You shall not use the Service for illegal purposes.

16.2 You are solely responsible for obtaining all required permits, consents and licenses and monitoring legal developments applicable to the Service and the operation of your business, interpreting applicable laws and regulations, determining the requirements for compliance with all applicable laws and regulations, and maintaining an on-going compliance program.

16.3 You are solely responsible for ensuring the accuracy, quality, integrity, legality and appropriateness of all information and data regarding your business that you provide to Inventroo or its service providers in connection with the Service. In addition, if applicable, you are solely responsible for verifying that all information and data loaded onto a Device by Inventroo or its service providers at your request are accurate prior to your business use of such Device. Inventroo and its service providers disclaim any and all liability arising out of any inaccuracies with respect to any information or data you provide.

16.4 By using our partner payment processor terminal, you hereby agree to SumUp Terms of Service here <https://bit.ly/3jeaZ8Y>

17. Limitations on Liability and Damages

IN NO EVENT SHALL INVENTROO OR ITS AFFILIATES OR ANY OF INVENTROO'S OR ITS' AFFILIATES RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY,

PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

INVENTROO'S AND ITS' AFFILIATES CUMULATIVE LIABILITY FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING THOSE ARISING OUT OF OR RELATED TO THESE TERMS AND ANY INDEMNITIES), REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, SHALL NOT EXCEED THE AMOUNT OF FEES RECEIVED BY INVENTROO UNDER THESE TERMS FOR THE IMMEDIATELY PRECEDING SUBSCRIPTION TERM.

18. Indemnity

You will indemnify, defend and hold Inventroo harmless (and Inventroo's employees, directors, agents, affiliates and representatives) from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to:

- (a) any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms, including without limitation any violation of our policies or the card associations' rules;
- (b) your wrongful or improper use of the Service;
- (c) any transaction submitted by you through the Service (including without limitation the accuracy of any product information that you provide or any claim or dispute arising out of products or services offered or sold by you);
- (d) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights;
- (e) your use of any personal information obtained in connection with your use of the Service or the Device, or any application used on the Device;
- (f) the activities under your Account, or any other party's access and/or use of the Service or Device with your unique username, password, API key, or other appropriate security code;
- (g) your failure to maintain reasonable security in connection with the use of the Service or the Device;
- (h) any data breach, information security incident, or similar, arising from your action or inaction;
- (i) your violation of any law, rule or regulation of the United States or any other country; or
- (j) any other party's access and/or use of the Service with your user names, password and any other sign on credentials/access controls for the Service or any software provided or approved by Inventroo to authenticate access to, and use of, the Service and any software.

19. Representation and Warranties

You represent and warrant that: (a) you are validly existing, in good standing and have the right, power, and authority to enter into and perform under these Terms;

- (b) any sales transaction submitted by you (i) is genuine and arises from a genuine sale or service that you directly sold or provided, (ii) accurately describes the goods or services sold and delivered to a purchaser and (iii) represents the correct amount of goods or services purchased from your business;
- (c) you will fulfil all of your obligations to each customer for which you submit a transaction and will resolve any consumer dispute or complaint directly with the consumer;
- (d) you, all transactions initiated by you and your use of the Service will comply with all federal, state, and local laws, rules, and regulations applicable to your business, including any applicable tax laws and regulations and card association rules and regulations;
- (e) except in the ordinary course of business, no sales transaction submitted by you through the Service will represent a sale to any principal, partner, proprietor, or owner of your entity;

(f) you will not use the Service, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Service; and

(g) you are not engaged in and will not accept payment for any illegal activity, in the legal jurisdiction(s) in which you do business or provide goods and/or services.

20. Consent to Electronic Communication

20.1 You agree that Inventroo, its affiliates and its third party subcontractors and/or agents, may use, in addition to any live agent calls, an automatic telephone dialing system, an artificial or pre-recorded voice, or both, to contact you at the telephone number(s) you have provided, and/or may leave a detailed voice message if you are unable to be reached, even if the number provided is a cellular or wireless number or if you have previously registered on a Do Not Call list or requested not to be contacted for solicitation purposes.

20.2 You consent to receiving commercial electronic messages, including e-mail messages, SMS and text messages, and telephone calls, from Inventroo, its affiliates and its third party sales contractors and/or agents.

21. Amendment

Inventroo has the right to change or add to these Terms at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Service with notice that Inventroo in our sole discretion deem to be reasonable in the circumstances, including such notice on Inventroo's Website or any other website maintained or owned by Inventroo. Any use of the Service after Inventroo's publication of any such changes or providing notice shall constitute your acceptance of these Terms as modified.

22. Assignment

These Terms, and any rights or licenses granted hereunder, may not be transferred or assigned by you (including by operation of law, transfer of voting control of you or otherwise) without Inventroo's prior written consent, but may be assigned by Inventroo without restriction.

23. General Provisions

These Terms are a complete statement of the agreement between you and Inventroo and describe the entire liability of Inventroo and its vendors and suppliers (including processors) and your exclusive remedy with respect to your use and access to the Service. In the event of a conflict between these Terms and the Privacy Policy, the Privacy Policy shall prevail.

23.1 Your Account is operating in Ireland and these Terms shall be governed by and construed under and in accordance with Irish Law.

23.2 Any dispute arising out of or in connection with these Terms, including without limitation any disputes regarding its valid conclusion, existence, nullity, breach, termination or invalidity shall be finally referred to and resolved by the Irish Courts. Before referring the dispute to court, you and we will endeavour to resolve the dispute by amicable negotiations.

23.3 These Terms do not limit any rights that Inventroo may have under trade secret, copyright, patent or other laws. Except for Inventroo's affiliates and as otherwise stated herein, no persons shall be third party beneficiaries to these Terms. No waiver of any provision of these Terms shall be deemed a further or continuing waiver of such provision or any other provision, and Inventroo's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. Notices sent to your last known e-mail address or postal address, as indicated in our records, shall constitute effective notice to you under these Terms.

23.4 If any part of these Terms is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of the Terms, which shall continue to be valid and enforceable to the fullest extent permitted by law.

24. Contacting Inventroo

If you have any questions about these Terms, please contact Inventroo at business@inventroo.com. Except as otherwise stated in these Terms, all notices to Inventroo required or permitted in these Terms relating to the Service shall be in writing and sent by postal mail to: Inventroo Network, Inc., Attention: Investigation Department, 415 North Mathilda, Sunnyvale, CA 94085. Notices shall be effective when actually received or, if sent by courier, when delivered.