

iT2 Technologies SOFTWARE TERMS OF USE

BY ACCESSING, VIEWING OR USING THIS SERVICE YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, YOU MAY NOT USE THIS SERVICE.

YOU MAY NOT ACCESS OR USE THIS SERVICE IF YOU ARE A COMPETITOR. IN ADDITION, YOU MAY NOT ACCESS OR USE THIS SERVICE FOR PURPOSES OF MONITORING ITS AVAILABILITY, PERFORMANCE OR FUNCTIONALITY, OR FOR ANY OTHER BENCHMARKING OR COMPETITIVE PURPOSE.

THESE TERMS OF USE WERE LAST UPDATED ON Jan 1, 2017.

1. Ownership and Operation

This website (the "Site") and its related services and applications (collectively, this "Service") is owned and offered by **ESDiT2 LLC, ("iT2")**. For more information on iT2, click [here](#).

The content, features and functions displayed on the Site, including without limitation, all text, graphics, logos, button icons, images, data compilations, and software is the property of iT2 or its third party licensors, and is protected by U.S. and international copyright and other intellectual property Laws.

The Site contains trademarks and trade names of iT2. Third party trademarks and trade names are the property of their respective owners. Nothing contained on the Site should be understood as granting you a license to use any of the trademarks, service marks, or logos owned by iT2 or by any third party.

2. Modifications/Discontinuance of Site or Service

iT2 may, in its sole discretion and at any time or from time to time, modify, suspend or discontinue the Site or this Service or specific portions of it.

3. Agreement to Be Bound; Termination

Your use of this Service constitutes your agreement with iT2 to be bound by, and to act in accordance with, these Terms of Use. You may terminate your use of this Service at any time. iT2 may suspend or terminate your access to or use of this

Service at any time immediately and without prior notice or obligation to you (i) if you violate any of these Terms of Use as determined by iT2 in its sole discretion, or (ii) for any other reason in iT2's sole discretion. You agree that iT2 shall not be liable to you for any suspension, discontinuance, termination, change or modification of your use of or access to this Service.

4. *User Accounts*

To use the Site, You will be required to register an account ("Account") with iT2. iT2 will have the right to rely upon any information received from any person using a password assigned to you and will incur no liability arising out of such reliance. iT2 has no obligation to verify the authenticity of any registration information.

PLEASE NOTE: IF YOU PROVIDE ANY INFORMATION THAT IS FALSE, MISLEADING, INACCURATE, NOT CURRENT OR INCOMPLETE DURING REGISTRATION OR OTHERWISE, iT2 HAS THE RIGHT TO SUSPEND OR TERMINATE YOUR ACCOUNT AND REFUSE ALL CURRENT OR FUTURE USE OF THE SERVICES (OR ANY PORTION THEREOF). ANY ACTIVITIES THAT ARE ILLEGALLY CARRIED ON WITHIN THE SITE WILL BE REPORTED TO THE APPROPRIATE FEDERAL, STATE OR LOCAL AUTHORITIES.

For questions related to updating or changing your Account information, please send an e-mail to info@esdit2.com.

After you obtain an Account, you:

- must not allow any third party to access the Service using your log-in ID and password;
- must not use anyone else's log-in ID and password to access the Service;
- are responsible for any use of the Service by any third party who uses your Log-in ID and/or password;
- must keep any information that you provide to iT2 as part of the account registration process accurate and up to date at all times.

5. *Continuing Agreement*

iT2 may change these Terms of Use at any time or from time to time. You will be asked to review and agree to these Terms of Use each time you log in to the website. You will not receive a notice that the Terms of Use have been changed, and it is your obligation to review them each time you log in. iT2 will maintain a control date of the date of last revision which will appear at the top of these Terms of Use to assist you in determining if changes have been made since your last visit. To the fullest extent permitted under all applicable federal, state, local, or foreign

statute, ordinance, law, rule, regulation and requirement (“Applicable Laws”), your use of the Service reaffirms your continuing agreement to the then-current Terms of Use.

6. Ownership and Use of the Service and Site Materials

All right, title and interest in and to this Service, including all text, designs, images, graphics, Software and other content and materials on the Service (collectively, "Materials"), are owned by iT2 and its licensors. iT2 also owns or has a right to use all trademarks, service marks, logos, and trade names used on this Service (collectively, "Trademarks").

iT2 grants to you a limited, revocable, non-exclusive, non-assignable and otherwise non-transferable license to access and use this Service (including any Materials) and to download one copy of the Materials on any single computer or device for your own use strictly in accordance with these Terms of Use and strictly as authorized by the iT2 Customer who has given you access to the Service as that Customer’s authorized agent (“Customer Agent”). iT2 may in its sole discretion suspend, discontinue or terminate this license at any time for any reason.

No part of the Service may be copied, reproduced, republished, uploaded, posted, transmitted, distributed, stored or incorporated into any information retrieval system in any way, except that you may download one copy for your own use only as a Customer Agent, provided you keep intact all copyright, trademark and other proprietary notices on the Materials. In addition, you may not rent, lease, sell, modify, decompile, disassemble, reverse engineer or transfer this Service, the Materials or any portion of either the Service or Materials.

You may not use any device, software or routine to interfere or attempt to interfere with the proper working of this Service or any portion thereof and you may not take any action that imposes an unreasonable burden on the Service, as determined by iT2 in its sole discretion.

Any modification of the Materials or use of the Materials for any other purpose is a violation of iT2's or its licensors' copyright and other proprietary rights. The use of any Materials on any other service or computer network without iT2's written consent is strictly prohibited. All rights not expressly granted to you are reserved by iT2 or its licensors.

7. Additional Use Limitations

You are prohibited from violating or attempting to violate any security features of the Site, including, without limitation, (i) accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access; (ii) attempting to probe, scan, or test the

vulnerability of the Site, or any associated system or network, or to breach security or authentication measures without proper authorization; (iii) interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to the Site, overloading, "flooding", "spamming", "mail bombing", or "crashing"; (iv) using the Site to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services; (v) using any automatic or manual process to monitor or copy any portion of the Site; (vi) forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Services; (vii) introducing any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (viii) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by iT2 in providing the Site. Any violation of system or network security may subject you to civil and/or criminal liability.

The Service may be used only for lawful purposes. Transmission, posting, distribution or storage of material or conduct in violation of any Applicable Laws is strictly prohibited. You shall be solely responsible for any violations of any Applicable Laws.

8. Downloaded Software

From time to time iT2 may make available as part of the Materials on this Service particular software including files, images and data relating to the software (the "Software"). You do not own the downloaded software, and iT2 does not transfer ownership of the Software to you, but merely grants you the limited rights set forth in these Terms of Use. iT2 retains full ownership of and title to the downloaded Software and all intellectual property rights in and related to the Software. You may not redistribute, sell, decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form. Software that is downloaded through this Service is subject to United States export control laws. If you download Software from this Service, you represent and warrant to iT2 that you are not acting in violation of those laws.

9. Mobile Devices

If permitted or available through the Service, to (a) upload content to the Service via your mobile device and/or tablet, (b) receive and reply to messages, or to access or make posts using text messaging, (c) browse the Service from your mobile device and/or (d) to access certain features through a mobile application you have downloaded and installed on your mobile device (collectively the "Mobile

Services"), you must have a mobile communications subscription (or have the consent of the applicable subscriber, to the extent permitted under the applicable subscription) with a participating carrier or otherwise have access to a mobile communications network for which iT2 makes the Service available as well as any carrier services necessary to download content, and you must pay any service fees associated with any such access (including text messaging charges for each text message you send and receive on your mobile device). In addition, you must provide all equipment and software necessary to connect to the Service, including, but not limited to, if the Service contains a mobile element, a mobile hand set or other mobile access device that is in working order and suitable for use in connection with the Service. You are responsible for ensuring that your equipment and/or software does not disturb or interfere with operations of the Service. Any equipment or software causing interference will be immediately disconnected from the Service and iT2 will have the right to immediately terminate this Agreement. If any upgrade in or to the Service requires changes in your equipment or software (including the operating system for your Device), you must make these changes at your own expense. Unless explicitly stated otherwise, any new or additional features that augment or enhance the current Service, including the release of new products and services, will be subject to the terms and conditions of this Agreement.

10. *Privacy*

iT2's Privacy Statement can be found [here](#). The Privacy Statement is incorporated into these Terms of Use and explains iT2's privacy practices. By using the Service, you agree to the terms of the Privacy Statement.

11. *User Code of Conduct*

In using the Service, you agree:

- not to use this Service in breach of these Terms of Use;
- not to "spam" others or "phish" for others' personal information;
- not to disrupt or interfere with the security of, or otherwise abuse, this Service, or any part this Service;
- not to upload, post or otherwise transmit through or on this Service any viruses or other harmful, disruptive or destructive files;
- not to use, frame or utilize framing techniques to enclose any part of this Service without iT2's express prior written consent;
- not to "deeplink" to this Service without iT2's express prior written consent;
- not to create or use a false identity on this Service;
- not to collect or store personal data about others;
- not to attempt to obtain unauthorized access to this Service or portions of this Service that are restricted from general access;
- not to transmit any material that is false and/or defamatory, inaccurate, abusive, vulgar, hateful, harassing, obscene, profane, sexually oriented,

threatening, invasive of a person's privacy, in violation of any third party proprietary rights, or in violation of any law or regulation;

- not to use the features of this Service at any other web site;

You agree to immediately notify iT2 if you suspect illegal, fraudulent or abusive activity, or any activity in violation of these Terms of Use, including any unauthorized access to your Account. If you so notify iT2, or we otherwise suspect such activity, you agree to cooperate with iT2 in any investigation and to use any prevention measures we prescribe.

12. *User Submissions*

Certain portions of the Service may permit you to submit post, transmit or upload content created or obtained by you ("User Submissions"),

In connection with User Submissions, you agree that you will not submit User Submissions that:

- include material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights (including, without limitation, trademark, privacy and publicity rights) unless you are the owner of such rights or have express permission from their rightful owner to post the material and to grant the rights granted herein;
- include any material that by itself, or by its use as permitted in these Terms of Use, infringes upon, misappropriates or violates the rights of any person or entity or any Applicable Laws;
- are unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law or is otherwise inappropriate;
- contain advertisements or solicitations of any funds, goods or services;
- is a communication by a user impersonating another user;
- contains personal information, such as messages which identify telephone numbers, social security numbers, account numbers or addresses;
- could be considered bulk unsolicited communications;
- is not authorized to be submitted by you as a Customer Agent.

You represent and warrant that the User Submissions will not infringe upon, misappropriate or violate the intellectual property, privacy, publicity, statutory, contractual, personal or other rights of any person or entity or any Applicable Laws. All User Submissions must comply with the User Code of Conduct set forth above.

iT2 is under no obligation to review or monitor User Submissions, iT2 does not have any obligation to use or respond to any User Submissions and iT2 expressly

disclaims any responsibility for User Submissions.

iT2 will fully cooperate with any law enforcement authorities or court order requesting or directing iT2 to disclose the identity of anyone posting User Submissions that violate these Terms of Use or any law or regulation. iT2 may also disclose such information if it has a good faith belief that such disclosure is reasonably necessary to protect the rights, property, or personal safety of iT2, its customers or the public.

13. *Geographic Scope of Site*

iT2 controls and operates this Service from within the United States of America and the Site and all Materials originate from the United States of America. Users who choose to access this Site from other locations do so at their own risk and are responsible for compliance with Applicable Laws in the jurisdiction in which they access or use the Site.

14. *Links to Other Sites*

For your convenience and enjoyment, this Service may provide links to other third party web sites on the World Wide Web that are not operated by iT2 ("Third Party Site"). iT2 has no control over these Third Party Sites and is not responsible or liable for the availability, security, content, or resources of such Third Party Sites. iT2 may provide such links to Third Party Sites to you only as a convenience, and the inclusion of any link does not imply a referral by iT2 to, or an endorsement by iT2 of, the linked Third Party Site or any products or services, or other materials on or available from such Third Party Site. iT2 is not responsible for webcasting or any other form of transmission received from any linked Third Party Site. In addition, iT2 is not liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of such content, information, products, goods or services available on or through any such Third Party Sites.

If you determine to share any information about any iT2 products through a social network platform, including through links provided by iT2 through the Service, you may be able to post such information directly to your profile at the social networking platform without leaving the Service. Some social networking platforms enable functionality that allows a user to receive and transmit data to the social networking platform through use of overlays or other technology. Although it may appear that the data is collected by iT2, the data is in fact collected directly by the social networking platform and/or a third-party service provider. Your use of a social network platform to share any information is subject to, and you must comply with, the terms, conditions and restrictions of that social network platform.

15. *Violations.*

iT2 may investigate reports of abuse or misuse and, if appropriate, limit or prohibit your use of the Site or modify your user profile to reflect its determinations. You agree that we may access your Account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third party rights, or other unauthorized use of the Site. iT2 reserves the right to terminate your Account or your access to the site immediately, with or without notice to you, if we believe you have violated any terms of this Agreement, furnished iT2 with false or misleading information, or interfered with use of the Site by others. All determinations are final and are made at iT2's sole discretion. In agreeing to this Agreement, you agree to participate in investigations and be bound by iT2's determinations. If iT2, in its sole discretion, determines that a violation of this Agreement has occurred, or if iT2 believes that your actions may cause legal liability for you, other users or iT2, iT2 may take any actions or pursue any legal remedies that it believes are necessary or prudent, including, but not limited to, issuing a warning, filing a complaint, deleting any posted material from our Site, suspending or canceling your Account, filing a report with the appropriate authorities and/or excluding any person(s) who may have violated any terms of this Agreement. iT2 may cooperate with any investigation by any federal, state, or local body or any court or tribunal. Such cooperation may be with or without notice to you.

16. CONTENTS OF THIS SERVICE - DISCLAIMER

THE MATERIALS IN THIS SERVICE (INCLUDING ANY GRAPHICS, SOFTWARE, RECOMMENDATIONS OR OTHER MATERIALS) AND ANY MATERIALS MADE AVAILABLE THROUGH THIS SERVICE ARE PROVIDED "AS IS" AND "AS-AVAILABLE", AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, iT2 DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. iT2 DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS IN THIS SERVICE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. THE MATERIALS IN THIS SERVICE COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. THESE MATERIALS COULD BE INACCURATE OR BECOME INACCURATE AS A RESULT OF DEVELOPMENTS OCCURRING AFTER THEIR RESPECTIVE DATES. iT2 UNDERTAKES NO OBLIGATION TO VERIFY OR MAINTAIN THE CURRENCY OF SUCH INFORMATION.

IN ADDITION, YOU UNDERSTAND AND AGREE THAT WHEN USING

THIS SERVICE, YOU WILL BE EXPOSED TO USER SUBMISSIONS POSTED AND/OR SUBMITTED BY USERS OTHER THAN YOURSELF. iT2 IS NOT IN ANY MANNER RESPONSIBLE FOR THE USER SUBMISSIONS, AND iT2 DOES NOT GUARANTEE THE ACCURACY, INTEGRITY, QUALITY, OR INTELLECTUAL PROPERTY RIGHTS OF OR RELATING TO SUCH USER SUBMISSIONS. IN ADDITION, iT2 CANNOT ASSURE THAT HARMFUL, INACCURATE, DECEPTIVE, OFFENSIVE, THREATENING, DEFAMATORY, UNLAWFUL OR OTHERWISE OBJECTIONABLE USER SUBMISSIONS WILL NOT APPEAR ON THIS SERVICE. YOU ACKNOWLEDGE THAT BY PROVIDING YOU WITH THE ABILITY TO ACCESS AND VIEW USER SUBMISSIONS ON THIS SERVICE, iT2 IS NOT UNDERTAKING ANY OBLIGATION OR LIABILITY RELATING TO ANY USER SUBMISSIONS OR ACTIVITIES OF USERS ON THIS SERVICE.

17. OPERATION OF THIS SERVICE - DISCLAIMER

iT2 ENDEAVORS TO MAINTAIN THIS SERVICE AND ITS OPERATION, BUT IS NOT, AND CANNOT BE, RESPONSIBLE FOR THE RESULTS OF ANY DEFECTS THAT MAY EXIST IN THIS SERVICE OR ITS OPERATION. AS TO THE OPERATION OF THIS SERVICE, iT2 EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. iT2 MAKES NO WARRANTY THAT (I) THE OPERATION OF THIS SERVICE WILL MEET THE USER'S REQUIREMENTS; (II) ACCESS TO THIS SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS, OR FREE OF DEFECTS OR ERRORS; (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THIS SERVICE WILL BE ACCURATE OR RELIABLE; OR (IV) DEFECTS WILL BE CORRECTED. YOU (AND NOT iT2) ASSUME THE ENTIRE COST OF ALL SERVICING, REPAIR, OR CORRECTION THAT MAY BE NECESSARY FOR YOUR COMPUTER EQUIPMENT OR MOBILE DEVICE AND SOFTWARE AS A RESULT OF ANY VIRUSES, ERRORS OR ANY OTHER PROBLEMS WHATSOEVER YOU MAY HAVE AS A RESULT OF VISITING THIS SERVICE.

18. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL iT2, ITS PARENTS, SUBSIDIARIES AND AFFILIATED COMPANIES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, LICENSEES, SUCCESSORS AND

ASSIGNS (COLLECTIVELY, THE "iT2 PARTIES") BE LIABLE FOR ANY DAMAGES OR INJURY, INCLUDING ANY DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES, THAT MAY RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SERVICE OR ANY MATERIALS IN THIS SERVICE, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SERVICE OR INFORMATION AVAILABLE ON OR THROUGH THIS SERVICE. THE iT2 PARTIES SHALL NOT BE LIABLE EVEN IF iT2 OR A iT2 AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE INCLUDE BUT ARE NOT LIMITED TO DAMAGES OR INJURY CAUSED BY ERROR, OMISSION, INTERRUPTION, DEFECT, FAILURE OF PERFORMANCE, DELAY IN OPERATION OR TRANSMISSION, LINE FAILURE OR COMPUTER VIRUS, WORM, TROJAN HORSE OR OTHER HARMFUL COMPONENT.

IN NO EVENT SHALL THE iT2 PARTIES' TOTAL LIABILITY TO YOU FOR DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THIS SERVICE.

These limitations apply among other things to any third-party claims against iT2. The provisions of Sections 16-18 represent a reasonable allocation of the risks under this Agreement. iT2's willingness to allow you to access and use the Site reflects this allocation of risk and the limitations of liability specified herein.

19. Indemnification

You hereby agree to defend, indemnify and hold the iT2 Parties harmless from and against any and all claims, actions or proceedings of any kind and from any and all damages, judgments, losses, liabilities, costs and expenses, including reasonable attorney's fees and expenses (including any incurred in enforcement of this provision), relating to or arising out of your use of this Service, your User Submissions, your breach or alleged breach of these Terms of Use, including any of your warranties, representations or agreements hereunder, your violation of Applicable Laws, or your violation of any rights of another person or entity.

20. Copyright Agent

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property

rights have been otherwise violated, please provide our Copyright Agent with the following information:

- (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- (b) a description of the copyrighted work or other intellectual property that you claim has been infringed;
- (c) a description of where the material that you claim is infringing is located, with enough detail that we may find it;
- (d) your address, telephone number, and email address;
- (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Any notification by a copyright owner or a person authorized to act on its behalf that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon us actual knowledge of facts or circumstances from which infringing material or acts are evident. The iT2 copyright agent for notice of claims of copyright or other intellectual property infringement can be reached as follows:

Amjad Hussain
950 Stephenson Hwy
Troy, MI 48083

Email: (amjad@esdit2.com)

For clarity, only DMCA notices should go to the iT2 Designated Copyright Agent. Any other feedback, comments, requests for technical support or other communications should be directed to iT2 customer service at info@esdit2.com. You acknowledge that if you fail to comply with all requirements of this section, your DMCA notice may not be valid.

We suggest that you consult your legal advisor before filing a notice with our copyright agent.

We may, in appropriate circumstances and in our sole discretion, prohibit users who

may be repeat infringers from accessing the Service or making submissions.

21. Applicable Law; Jurisdiction

These Terms of Use and any disputes arising under or related to these Terms of Use (whether for breach of contract, tortious conduct or otherwise) will be governed by the laws in effect in the State of Michigan, without reference to its conflicts of law principles. Any legal actions, suits or proceedings arising out of these Terms of Use (whether for breach of contract, tortious conduct or otherwise) will be brought exclusively in the Michigan state or federal courts, as applicable, located in Oakland County, and iT2 and you hereby accept and submit to the personal jurisdiction of these Michigan courts with respect to any legal actions, suits or proceedings arising out of these Terms of Use. iT2 and you also waive to the fullest extent permitted by law any right to a trial by jury in any action, suit or proceeding brought to enforce, defend or interpret any right or remedies under, or arising in connection with or relating to, these Terms of Use.