

Data Ravens Terms of Service

THESE TERMS OF SERVICE SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN USER'S USE OF THE PLATFORM (WHETHER THE USER CREATES OR UTILISES AN ACCOUNT, OR NOT). BY ACCESSING OR USING THE PLATFORM, THE USER IS ACCEPTING THESE TERMS AND THE OPERATOR'S PRIVACY POLICY (ON BEHALF OF THE USER OR THE ENTITY THAT THE USER REPRESENTS), AND THE USER REPRESENTS AND WARRANTS THAT HE/SHE HAS THE RIGHT AUTHORITY AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF THE USER OR THE ENTITY THAT THE USER REPRESENTS). IF THE USER DOES NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, HE/SHE SHOULD NOT ACCESS AND/OR USE THE PLATFORM.

1. DEFINITONS

1. Definitions used in these Terms of service:

- a. Operator – Data Ravens IO LTD, UCL BaseKX 103C Camley Street N1C 4PF.
- b. Platform – the Data Ravens platform operating under the internet address <https://www.dataravens.io/>, operated by the Operator, under the conditions set forth in these Terms of service.
- c. User – a person or company who uses the Platform in order to receive the Services under the conditions specified in these Terms of service, including but not limited to principal dentists, practice managers and other authorised personnel affiliated with a dental practice.
- d. Login – an individual and unique e-mail address, which is a unique identifier of the User on the Platform.

- e. Password – a sequence of characters specified by the User and assigned to the User. The password is required in order for the User to log into the Platform.
- f. Account – a space within the Platform with individual settings of the User, through which the User can use the services of the Platform.
- g. Subscription Period – the period of operation of the Account for which the Subscription Fee is paid. A minimum 3 month initial Subscription Period shall apply.
- h. Subscription Fee – the total monthly fee for an Account in the amount set out in the Subscription Plan, as set out at £250.
- i. Subscription Plan – the Services that are made available to User in consideration for the User’s payment of the Subscription Fee.
- j. Registration – a one-time action consisting of creating an Account by the User, performed with the use of a registration form provided by the Operator on one of the pages of the Platform.
- k. Services – the features, functionalities and tools offered by the Operator to User, within the Platform under the conditions set forth in these Terms of service, including data analytics, KPI monitoring, monthly performance reports, ad-hoc analysis requests, and other related services.
- l. Account Settings Panel – a subpage of the Platform located at <https://www.dataravens.io/>, where the User may edit the Account settings.
- m. Agreement – an agreement for the provision of services by electronic means concluded between the User and the Operator, with content corresponding to the content of the Terms of service, which is binding for the User and all persons who have been granted access to the Account by the User.
- n. Terms – these Terms of service.

2. GENERAL PROVISIONS

1. These Terms set out the rules for the use of the DataRavens Platform and the Services offered by the Operator, as well as the rights and obligations of the Operator and the User.
2. The Operator is the owner of the Platform and provides the Services specified in the Terms.
3. With the use of the Platform and on the terms specified in the Terms, the Operator provides a Service pertaining to data analytics designed to

assist dental practices in maximising practice resources through strategic business insights that are derived from their own data. This is done via an online web application that connects to both their dental practice management system and their accounting software.

4. Access to the Account and the Services offered by the Platform is available only to Users who have registered the Account in the manner specified in the Terms or to other persons to whom access to the Account has been assigned by the User. The User shall be liable for the acts and omissions of persons to whom he has assigned access to the Account as for his own acts.
5. In order to use the Platform and the Services provided by the Operator, the User shall be required to read the Terms and agree to the conditions set forth in the Terms.
6. The Operator reserves the right to restrict access to selected Services offered through the Platform to Users who fail to comply with the conditions specified by the Operator in the Terms. Information on inability to use the Platform shall be posted each time on the Platform or in direct communication with the User, including via the Platform.
7. The Operator shall have the right to entrust the day-to-day operation of the Platform to a third party, to which the User hereby agrees by accepting the content of the Terms.
8. The Platform is accessible via the Internet. The Operator shall make every effort to ensure that data transmission over the Internet as part of the use of the Services is secure, i.e. that the transmitted information is confidential and complete.
9. The Operator shall not be liable for technical problems or limitations in the computer equipment and tools (e.g. inadequate versions of Internet browsers) used by the User, which prevent the User from using the Platform and the Services offered through it.

3. REGISTRATION OF AN ACCOUNT WITHIN THE SERVICE

1. The Operator informs that access to the Services is possible after registration of the Account on the Platform, and thereby leaving the User's personal data on the Platform, in the manner described in this chapter of the Terms, as well as after fulfilment of other conditions specified in the Terms, including payment of the Subscription Plan.
2. Registration of a User within the Platform, and thereby creation of an Account, takes place through completion of a registration form provided

on one of the sites of the Platform, after filling in the appropriate sections of the form.

3. Completion of the registration form requires the User to provide at least the following data:
 - a. Company Name.
 - b. The User's Full Name.
 - c. The User's e-mail address.
 - d. The User's Phone Number.
 - e. The Users Full Address.
 - f. The Operator reserves the right to extend the registration form with additional fields.
4. With the exception of the first 3 months of the Subscription, which cannot be terminated, the Subscription may be terminated by User upon the issuance of 30 days' notice to the Operator.
5. When registering, the User is obliged to provide data that is truthful, accurate and up-to-date, not misleading and does not infringe the rights of third parties. Furthermore, the User is responsible for maintaining the confidentiality of his/her password.
6. The User acknowledges that in the event of termination, the User will lose access to the Platform.
7. The User shall be solely responsible for the content of the data provided by him. The Operator informs that any content sent or any orders placed by third parties identifying themselves with the User's Login and Password shall be attributed to the User.
8. The User may access the User Account and use the Services provided by the Operator via the Platform only after logging in to the Platform with a valid User Login and Password.
9. The Operator reserves the right to block the User's access to the Services if the User has provided data that is untrue, inaccurate, outdated, misleading or infringes the rights of third parties.

4. RULES OF USING THE PLATFORM

1. The Operator reserves the right to modify the technical manner of providing the Services, in accordance with the scope and conditions arising from its authority, and according to its technical capabilities.
2. In order to ensure the security of communications and in connection with the Services provided, the Operator shall take technical and

organisational measures appropriate to the degree of security risk of the Services provided.

3. The User shall in particular be obliged:
 - a. to use the Service in a manner that does not interfere with its functioning, in particular through the use of bots or other software (e.g. used for attacking against the Platform, mining and scraping data from the Platform, used for spamming), IT tools or devices;
 - b. not to undertake IT or any other activity aimed at gaining possession of information not intended for the User;
 - c. to use the Platform in a manner compliant with the applicable laws and the provisions of the Terms;
 - d. to use the Platform in compliance with the terms of use of external data providers;
 - e. not to provide or place on the Platform any content prohibited by the law in force;
 - f. to use the Platform in a manner that is not inconvenient for other Users and the Operator, with respect for their personal rights (including the right to privacy) and all other their rights.
 - g. to use any content posted on the Platform only for his/her own internal or personal use. Use of the content in any other scope is permitted only on the basis of written consent granted by the Operator.
4. The User is fully responsible for the accuracy of the data within their own systems that then gets used by the Operator. The Operator accepts no liability whatsoever for inaccuracies resulting from User provided data.
5. The Operator shall not be liable in any manner whatsoever for any infringement of the rights of third parties or any damage caused to third parties as a result of and in connection with the activities performed by the User using the data collected by the User in relation to the provided Services.
6. The Operator shall not be held liable in any way for the content obtained in the course of providing the Service to the User and any damage caused by it.
7. The User shall be obliged to notify the Operator immediately of any infringement of the User's rights in his use of the Platform, as well as of any infringement of the rules set forth in these Terms.
8. The Operator may deprive the User of the right to use the Platform, as well as restrict the User's access to some or all of the resources of the

Platform or the Services offered by the Operator, with immediate effect, with or without notice, in the event of a reasonable suspicion that the User's actions constitute a violation of any provisions of the law in force, the Terms, the rights of third parties, or are inconsistent with the general principles of Internet usage, the objectives of the establishment of the Platform, or are detrimental to the good name of the Operator.

9. In the case referred to in paragraph 8, the User shall not be entitled to a refund of any Subscription Fees paid or payable.
10. A person who has been deprived of the right to use the Platform may not register again without the prior consent of the Operator.
11. The User may, at any time during the availability of the Platform, request the deletion of an Account, in which case all information posted on the Platform which is connected to the User's Account shall also be deleted. By deleting the Account, the User waives any further use of any Services paid for on the Platform. User's request to delete their Account during the first 3 months of their Subscription (which is the minimum commitment expected of User) will not absolve them of their obligation to pay for those initial 3 months, nor will it entitle them to a refund for either that period or any months Subscription Fee, accepting that one months' notice is required.
12. The rights granted to the User in these Terms are subject to the following restrictions: (a) the User shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise exploit the Platform, whether in whole or in part, or any content displayed on the Platform; (b) the User shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Platform; (c) the User shall not access the Platform in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the Platform may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Platform shall be subject to these Terms. All copyright and other proprietary notices on the Platform (or on any content displayed on the Platform) must be retained on all copies thereof.
13. If the User provides the Operator with any feedback or suggestions regarding the Platform ("Feedback"), the User hereby assigns to the Operator all rights in such Feedback and agree that the Operator shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. The Operator will treat any Feedback the User provides to the Operator as non-confidential and non-proprietary. The User agrees that he/she will not submit to the

Operator any information or ideas that the User considers to be confidential or proprietary.

14. The Operator reserves the right, at any time, to modify, suspend, or discontinue the Platform (in whole or in part) with or without notice to the User. The User agrees that the User will not be liable to the User or to any third party for any modification, suspension, or discontinuation of the Platform or any part thereof.
15. The User agrees to indemnify and hold the Operator (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) User's use of the Service, (b) User's violation of the Terms, (c) User's violation of applicable laws or regulations or (d) content provided by the User. The Operator reserves the right, at User's expense, to assume the exclusive defense and control of any matter for which the User is required to indemnify the Operator, and the User agrees to cooperate with Operator's defense of these claims. The User agrees not to settle any matter without the prior written consent of the Operator. The Operator will use reasonable efforts to notify the User of any such claim, action or proceeding upon becoming aware of it.
16. The User hereby releases and forever discharges the Operator (and its officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Service (including any interactions with, or act or omission of, other Service users or any Third-Party Links & Ads).
17. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE OPERATOR (OR ITS SUPPLIERS) BE LIABLE TO THE USER OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THE TERMS OR USE OF, OR INABILITY TO USE, THE SERVICE, EVEN IF THE OPERATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICE IS AT USER'S OWN DISCRETION AND RISK, AND THE USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO USER'S DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING

ANYTHING TO THE CONTRARY CONTAINED HEREIN, OPERATOR'S LIABILITY TO THE USER FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF THE TOTAL SUBSCRIPTION FEES PAID BY USER IN THE PREVIOUS 12 MONTH PERIOD. THE USER AGREES THAT OPERATOR'S SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT.

5. CONTENT

1. The User acknowledges that the content made available to him/her on the Platform, in particular any information, data, text, graphics, logos, video and music material, is intended for the User's use and that he/she may only use it in accordance with the purpose specified in the Terms.
2. The User acknowledges that the content on the Platform:
 - a. may contain material copyrighted by third parties, in particular mentions, posts and comments posted on social media;
 - b. due to third party copyrights or other intellectual property rights, may be made available to the User in a fragmented manner and in a form taking into account the rules of third-party data providers or the applicable law;
 - c. due to the dynamics of information appearing on the Internet, may be current at the time of their posting on the Platform;
 - d. due to the immeasurability and incalculability of certain phenomena occurring on the Internet and their modality (volatility), may contain approximate or estimated data.
3. Excluding any content provided by the User, all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Service and its content are owned by the Operator or Operator's suppliers. Nothing herein shall be interpreted as restricting Operator's rights to use User content in connection with the Service or to aggregate any User content with other data for use by the Operator. As between the User and the Operator all rights in and to the aggregated data belong to the Operator. Neither Terms (nor User's access to the Service) transfers to the User or any third party any rights, title or interest in or to such intellectual property rights. The Operator and its suppliers reserve all rights not granted in the Terms. There are no implied licenses granted under the Terms.
4. In the case of posting any content on the Platform by the User, the User shall be obliged to comply with the relevant provisions of law in force and

the terms of services or other rules applicable to other sites or services – when the User downloads information from them. The Operator shall not be liable for any infringement of the User in this respect.

5. The Operator is not obligated to backup any content provided by the User and it may be deleted at any time without prior notice. The User is solely responsible for creating and maintaining his/her own backup copies of his/her content if it is needed.

6. SUBSCRIPTION FEES

1. The use of the Platform is chargeable in accordance with the provisions of this Section 6.
2. Detailed information on the amount of the Subscription Fee can be found at dataravens.io/subscriptions.
3. In order to use the Platform, User must maintain an active subscription. Upon termination or expiry of its subscription, User will instantly lose access to the Platform.
4. Subscription Fees shall be paid in advance for consecutive Subscription Periods.
5. Payment of the Subscription Fee shall cause a new Subscription Period to commence.
6. The day of the month which will be the start of the Subscription Period shall be determined by the date on which the first payment is credited. The Subscription Period shall end on the date that corresponds to the initial day on which the Subscription Period began and, if there is no such day in the following month, on the last day of the month. Notwithstanding the foregoing, noting that there is a minimum commitment of 3 months, the Subscription Period cannot end prior to the 3 month anniversary of the start date of the Subscription Period.
7. Payment of the Subscription Fee shall be via Stripe Payment Processing, meaning that the Operator will not process any financial data of the User, but it will require the User to enter their debit/credit card details into the Stripe Payment Processing system. The User hereby expressly consents to such third-party processing.
8. The User agrees that Stripe Payment Processing may automatically debit the registered debit or credit card for all fees due during the relevant Subscription Period.
9. The fee for each subsequent Subscription Period will be charged automatically using the same debit or credit card entered by the User into

the Stripe Payment Processing system to pay the initial Subscription Fee, until the User requests to cancel the Service. Such cancellation should be notified to the email address seth@dataravens.io up to 30 days before the start of the new Subscription Period.

10. In the event of an unsuccessful Subscription Fee payment transaction, the Stripe Payment Processing system will attempt to repeat the transaction in a few days. If the reattempt is unsuccessful, the credit or debit card will be detached from the Stripe Payment Processing system and the User's access to the Account will automatically be blocked until payment is made manually. The User shall remain liable for the Subscription Fee for that month regardless, noting that 30 days' notice is required to terminate the Subscription.
11. Any information about changes to the Subscription Fees will be announced will only be applicable to the User from the next Subscription Period. The User will be able to cancel the Service if he/she does not accept the new fees, subject to 30 days written notice. Failure to submit a statement of cancellation of the Service within 7 days from the date of receipt of information about the change to the Subscription Fees shall constitute acceptance of the changes to the Subscription Fees.
12. The User is responsible for all applicable taxes, however designated, incurred in connection with his/her use of the Service, including but not limited to state and local privilege, excise, sales, VAT, and use taxes and any taxes or amounts in lieu thereof paid or payable by the Operator, but excluding taxes based upon the net income of the Operator.

7. TECHNICAL INTERRUPTIONS

1. The Operator shall be entitled to temporarily interrupt the operation of the Platform and the Services provided by it for technical reasons.
2. The Operator shall make every effort to ensure that technical interruptions take place during night hours and last as short as possible.
3. In the event of a technical break lasting longer than 24 hours, the User shall have the right to extend the validity of the Subscription Period during which the technical break occurred by as many days as the technical break lasted.
4. The Operator shall not be liable to Users for non-performance or improper performance of the Services for reasons attributable to third parties (including telecommunications network operators, social media), caused by force majeure or resulting from the laws of certain countries (e.g. personal sanction lists, concerning the export of services or their availability in certain countries).

5. THE SERVICE IS PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS. THE OPERATOR DISCLAIMS ANY WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OR NON-INFRINGEMENT. THE OPERATOR MAKES NO WARRANTY THAT THE SERVICE WILL MEET USER’S REQUIREMENTS, BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR BE RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

9. ENTRUSTING THE PROCESSING OF PERSONAL DATA

1. The User, in order to enable the Operator to provide Services to the User, entrusts the Operator with the processing of personal data to the extent and in the manner specified in this paragraph. On this basis, the Operator shall be entitled to process personal data on behalf of the User only for the above purpose and in the manner specified below and in compliance with UK GDPR, the Data Protection Act 2018 and GDPR rules binding in the European Union.
2. The entrustment of the processing of personal data includes personal data concerning the User’s name, surname, telephone number, e-mail address, but may also include patient data derived from data within User’s systems, hereinafter referred to as “Personal Data”.
3. The entrustment of the processing of Personal Data shall include the following activities: collection, recording, organising, arranging, storing, adapting, downloading, viewing, using, disclosing by transmission, dissemination or otherwise making available, matching or combining, limiting, deleting or destroying.
4. The Operator shall provide sufficient guarantees – in particular through expertise, experience, reliability and resources – for the implementation of technical and organisational measures aimed at processing Personal Data in a manner that complies with the applicable data protection legislation, in particular with regard to the security of Personal Data.
5. The Operator shall immediately inform the User of:
 - a. any proceeding or ruling concerning the Personal Data, including in particular its proper security;

- b. any breach of Personal Data protection or threat of such breach identified by the Operator, together with an information of:
 - a. the nature of the Personal Data breach, including the category and approximate number of data subjects;
 - b. the possible consequences of the Personal Data breach;
 - c. the measures applied or proposed by the Operator to remedy the Personal Data breach, including measures to minimise its possible adverse effects;
 - c. the announcement or commencement by a supervisory authority of an inspection or investigation regarding to Personal Data.
6. The Operator shall make available to the User all information necessary to demonstrate compliance with the obligations for lawful processing of Personal Data and shall allow the User or an auditor authorized by the User to conduct audits, including inspections, as well as contribute to them. The User shall submit audit requests to the Operator. Upon receipt by the Operator of a request, the Operator and the User will discuss and agree in advance a reasonable start date, scope and duration and the security and confidentiality conditions applicable to any audit. The Operator may charge a fee (based on the Operator's reasonable costs) for each audit. The Operator will provide the User with further details of any applicable fees and the basis on which they are calculated, prior to any such audit. The User will be responsible for any fees charged by the auditor appointed by the User to carry out such audit. The Operator may object in writing to an auditor appointed by the User to carry out an audit if the auditor is not, in the Operator's reasonable opinion, suitably qualified or independent, is associated with a competitor of the Operator or is otherwise manifestly unsuitable. Any such objection by the Operator will require the User to appoint another auditor or conduct the audit itself.
7. The User agrees in advance that the Operator may use another processor, hereinafter referred to as a "Sub-processor", to perform all or selected Personal Data processing activities on behalf of the Operator.
8. The User agrees in advance that their anonymised practice data may be used to facilitate the creation of benchmarking tools or industry reports during the Subscription Period.
9. The Operator shall inform the User in advance of any intended changes regarding the addition or replacement of Sub-processors, in which case the User shall be entitled to express a binding objection to such changes. In case of objection, the Operator is forced to terminate the contract for Services.

10. Personal Data is entrusted to the Operator for the duration of the Services. After their termination, the User may export the Personal Data. Failure to export the Personal Data within 14 days from the date of termination of the Services shall entitle the Operator to delete the Personal Data. After the User exports the Personal Data and the Services are terminated, the Operator shall delete the Personal Data.

9. COMPLAINTS

1. Any complaints regarding the provision of Services by the Operator and questions concerning the use of the Platform should be sent to the e-mail address seth@dataravens.io with the subject "Complaint".
2. Complaints arising from non-compliance with the Terms shall not be considered by the Operator.
3. The Operator shall consider a complaint within 14 working days from the date of its receipt and shall inform the User immediately, by e-mail, on the manner of its consideration. If the data or information provided in the complaint needs to be supplemented, the Operator shall, before considering the complaint, ask the complainant to supplement it. The time for the User to provide additional explanations extends the period of complaint consideration accordingly.
4. Consideration of the complaint by the Operator shall be final.
5. Any other notifications, comments and questions regarding the functioning of the Platform may be sent by e-mail to seth@dataravens.io.

10. FINAL PROVISIONS

1. The Operator declares that it shall take special care to ensure a high level of security of the Users' use of the Platform. All incidents affecting the security of information transmission, including the suspicion of sharing files containing viruses and other files of a similar nature, should be reported to the Operator at seth@dataravens.io
2. The Operator informs, and the User agrees, that any notifications, information or other messages from the Operator related to the provision of the Services maybe sent electronically to the User's e-mail address indicated in the Registration form or in the Account Settings Panel.
3. The Operator reserves the right to transfer part or all of the rights and obligations under these Terms to a third party or to conclude subcontracts in respect thereof, to which the User has consented by binding himself to these Terms. The User may not assign or waive rights and obligations arising from the Terms without the written consent of the Operator.

4. Users of the Platform may access the Terms free of charge at any time via a link on the Platform homepage or by contacting seth@dataravens.io
5. The Operator reserves that the Platform and the graphic elements of the Operator contained therein, the Operator's logotypes, navigation solutions, selection and arrangement of the content presented within the Platform are the subject of exclusive rights of the Operator.
6. Entire Terms – These Terms constitute the entire agreement between the User and the Operator regarding the use of the Service. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation". If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. User's relationship to the Operator is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and User's rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by User without the Operator's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The Operator may freely assign these Terms and any rights or obligations of the Operator under these Terms, including but not limited to User's Account or any data stored therein. The terms and conditions set forth in these Terms shall be binding upon assignees.
7. The Operator shall have the right to amend the Terms at any time. The User is bound by the new content of the Terms if he or she does not terminate the Agreement within 30 days from the date of receipt of information about the change in the regulations. If the User does not agree to the new content of the Terms, by filing a notice of termination of the Agreement, the Agreement shall be terminated as of the last fully paid Subscription Period.