



Mopeka.com Website Terms of Use

Effective Date: November 18, 2022

These Terms of Use (“Terms”) set forth a legally binding agreement between you and Mopeka Products LLC (“Mopeka”, “we”, “our”, or “us”) and govern your use of our website, www.mopeka.com (the “Site”).

PLEASE READ THESE TERMS CAREFULLY. THESE TERMS AFFECT YOUR LEGAL RIGHTS, INCLUDING BY LIMITING MOPEKA’S LIABILITY AND REQUIRING MANDATORY ARBITRATION ON AN INDIVIDUAL, NON-CLASS BASIS TO RESOLVE DISPUTES. SEE SECTION 7-9.

These Terms may change over time, in which case we will post the modified Terms on this page and change the Effective Date. Your continued use of the Site following a change to these Terms signals your acceptance of the modification(s). In some instances, both these Terms and separate terms setting forth additional conditions may apply to a service or product offered via the Site (“Additional Terms”). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise.

By using the Site, you acknowledge and agree to all terms and conditions contained in these Terms and you consent to the collection, use, and sharing of your information as described in our [Privacy Policy](#). If you do not agree to these Terms, please do not use the Site.

1. Use of the Site

Content. The Site may contain (i) materials and other items relating to Mopeka and its services including: data, files, images, scripts, designs, graphics, instructions, illustrations, photographs, sounds, pictures, videos, advertising copy, layout, databases, articles, posts, text, URLs, software, technology, interactive features, and the “look and feel” of the Site; (ii) logos, service marks, trademarks, trade names, trade dress, and trade identities of various parties, including those of Mopeka; and (iii) other forms of intellectual property (all of the foregoing, collectively “Content”). All rights, title, and interest in and to the Site and the Content is the property of Mopeka, our licensors, or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent, and/or other intellectual property and unfair competition rights and laws, to the fullest extent possible.



Limited License. Subject to your strict compliance with these Terms, Mopeka grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to download, display, view, and use the Site, and to retain one copy of the Content as it is displayed to you, in each case for your personal, non-commercial use only. The foregoing limited license (i) does not give you any ownership of, or any other intellectual property interest in, the Site or any Content; and (ii) may be immediately suspended or terminated for any reason, in Mopeka's sole discretion, and without advance notice or liability. Your unauthorized use of the Site or Content may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability.

Restrictions. If you access, register an account, or otherwise use the Site, you represent you are at least the age of majority in your jurisdiction. If you are under the age of majority, you represent that if you access the Site, you have done so under the supervision of a legal guardian who agrees to be bound by these Terms on your behalf. The Site is not intended for children under the age of 13 and we do not knowingly collect personal information online from individuals under the age of 13. If we become aware that we have obtained personal information from a child under the age of 13, we will delete such information in accordance with applicable law.

You agree to comply with all national, federal, state, and local laws, statutes, ordinances, regulations, directives, and agreements that apply to your use of the Site and Content. You further agree that you will not (i) use the Site or Content for any political or commercial purpose; (ii) engage in any activity in connection with the Site or Content that is unlawful, harmful, offensive, obscene, violent, threatening, harassing, abusive, or otherwise objectionable to Mopeka; (iii) harvest any information from the Site or Content; (iv) infringe any intellectual property or other right of any third party; (v) reverse engineer or modify the Site or Content; (vi) interfere with the proper operation of the Site or its security features; (vii) use the Site or Content in a manner that suggests an unauthorized association with Mopeka or any other party, or that is beyond the scope of the limited license granted to you; or (viii) otherwise violate these Terms.

Requests and Notifications. You agree to cooperate with all reasonable requests from Mopeka and to notify Mopeka promptly upon learning of any actual or suspected unauthorized use or abuse of the Site or Content, or if you breach these Terms.

Reservation of All Rights. All rights not expressly granted to you are reserved by Mopeka and its licensors and other third parties. No right or license may be construed, under any legal



theory, by implication, estoppel, industry custom, or otherwise. Any unauthorized use of the Site or Content for any purpose is prohibited.

2. Access to the Site

Certain features and functionality of the Site may require the creation of an account by entering your name and email address, selecting a valid username, selecting a valid password, and providing other required registration information. If you create an account on the Site, you are solely responsible and liable for the security and confidentiality of your access and for all activity under your account. You are solely responsible for the accuracy of your registration information and for updating and maintaining it. You will immediately notify us at support@Mopeka.com if you suspect any unauthorized use of your account, password, or username, or any other breach of security, but will remain responsible for any unauthorized use thereafter. You will not sell, transfer, or assign your account or any account rights.

Your use of the Site must be in accordance with any and all procedures, forms, formats, displays, and operating times which may be determined, specified, or modified by Mopeka in its discretion. You are responsible for all software, hardware, interconnections, fees, expenses, costs, and taxes for you to access or use the Site or to receive any communications from Mopeka.

The Site may be unavailable from time to time for any reason including, for example, routine maintenance. You understand and acknowledge that, due to circumstances both within and outside of the control of Mopeka, access to the Site may be interrupted or suspended from time to time. Mopeka shall have the right at any time to change or discontinue any aspect or feature of the Site, including, but not limited to, Content, availability, and equipment needed for access or use.

Mopeka may immediately suspend or terminate the availability of the Site, in whole or in part, to any individual user or all users, for any reason, in Mopeka's sole discretion, and without advance notice or liability. Upon suspension or termination of your access to the Site, or upon notice from Mopeka, all rights granted to you under these Terms will cease immediately, and you agree that you will immediately discontinue use of the Site.

3. Content You Submit



You may now or in the future have the opportunity to create, build, post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Site (collectively, “Submit”) messages, text, illustrations, files, images, graphics, photos, comments, responses, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, personally identifiable information, or other information or materials and the ideas contained therein (collectively, but excluding any Content included therein, “User Content”). You acknowledge that any User Content that you Submit through the Site will be deemed to be non-confidential and may be disclosed through the Site to other parties on a worldwide basis, including for browsing, downloading, printing, and other uses by such other persons or entities.

You agree that Mopeka shall have, and hereby grant to Mopeka, a worldwide, royalty-free, perpetual, irrevocable, sublicensable, non-exclusive right and license to translate, reproduce, sell, publish, distribute, modify, adapt, display, perform, promote, link to, or use, in any form or media, any User Content that you Submit to Mopeka. Mopeka does not endorse any User Content, or third-party product or service that may appear in connection with use of the Site. Nothing in these Terms shall obligate Mopeka to use any User Content you Submit or permit the posting of such User Content on any website or platform.

Please keep in mind that we do not seek any unsolicited ideas or materials for products or services, or even suggested improvements to products or services, including, without limitation, ideas, concepts, inventions, or designs for music, websites, apps, books, scripts, screenplays, motion pictures, television shows, theatrical productions, software or otherwise (collectively, “Unsolicited Ideas and Materials”). Any Unsolicited Ideas and Materials you Submit are deemed User Content and licensed to us as set forth above. Mopeka’s receipt of your Unsolicited Ideas and Materials is not an admission by Mopeka of their novelty, priority, or originality, and it does not impair Mopeka’s right to contest existing or future intellectual property rights relating to your Unsolicited Ideas and Materials.

You agree not to Submit User Content through this Site or to Mopeka except for User Content that is fully authorized for purposes of the Site and compliant with these Terms. By providing User Content in connection with the Site, you warrant and represent that you own the rights to the User Content or are otherwise authorized to Submit the User Content. It is your obligation to determine the extent to which User Content you Submit is protected by applicable intellectual property laws. You agree that you will not engage in any activity or conduct, or Submit any User Content or other material, that is illegal, inaccurate, misleading, misappropriated, infringing, dilutive, defamatory, obscene, offensive, or otherwise objectionable and that you will not cause damage, embarrassment, or adverse publicity to Mopeka.



You will Submit only User Content that is functionally and technically compatible with this Site. You will not attempt to damage, corrupt, tamper with, or infect the Site, the Content, or any information or telecommunication system of Mopeka with a virus or other malicious computer program. You will only use the Site for the permitted purposes stated in these Terms and will not engage in abusive activity with respect to the Site or undertake any other activity which may adversely affect the use or enjoyment of the Site by any person. You are prohibited from using any services or facilities provided in connection with this Site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., network probing tools) is strictly prohibited. If you become involved in any violation of system security, Mopeka reserves the right to release your details to system administrators of other websites and services and law enforcement authorities in order to assist them in resolving security incidents.

4. Copyright Infringement

DMCA Notice. Mopeka handles copyright infringement in accordance with the Digital Millennium Copyright Act (“DMCA”). You may not post, upload, or otherwise place any content or information on the Site that belongs to a third party, unless you have the legal right to do so. If you are a copyright owner who would like to send us a notice pursuant to the DMCA regarding content or material posted on the Site, you may notify our designated copyright agent either by mail to 1223 Industrial Dr., Suite A, New Braunfels, TX 78130 or in an email to support@Mopeka.com. Please include the following:

- a.) a reference or subject line that says: “DMCA Copyright Infringement Notice”;
- b.) a description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- c.) a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the full URL of the page(s) on the Site on which the material appears);
- d.) your full name, address, telephone number, and email address;
- e.) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;



f) a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and

g) your electronic or physical signature.

It is often difficult to determine if your copyright has been infringed. Mopeka may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and Mopeka may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

We may send the information that you provide in your notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification.

Without limiting Mopeka's other rights, Mopeka may, in appropriate circumstances, terminate a repeat infringer's access to the Site and any other website owned or operated by Mopeka.

DMCA Counter-Notification. If a work that you Submitted to Mopeka is disabled or the work is removed as a result of a DMCA Copyright Infringement Notice, and if you believe that the disabled access or removal is the result of mistake or misidentification, then you may send us a DMCA Counter-Notification to the addresses above. Your DMCA Counter-Notification should contain the following information:

a) a reference or subject line that says: "DMCA Counter-Notification";

b) a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (please include the full URL of the page(s) on the Site from which the material was removed or access to it disabled);

c) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;



d) your full name, address, telephone number, email address;

e) a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the Western District of Texas), and that you will accept service of process from the person who provided DMCA Notification to us or an agent of such person; and

f) your electronic or physical signature.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than ten (10) and not more than fourteen (14) business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Site. You should also be aware that we may forward the Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

5. Reliance on Site Content and Content Accuracy

Mopeka assumes no responsibility regarding the accuracy, currency, or usefulness of the Content provided by or presented on the Site. Any reliance you place on such information is strictly at your own risk. Mopeka disclaims all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its Content.

The Site may include Content provided by third parties. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other Content, other than the Content provided by Mopeka, are solely the opinions and the responsibility of the person or entity providing those materials.

Mopeka will use reasonable efforts to include accurate and current information on the Site, but there may be occasions when information on the Site contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, availability, and



other matters. Mopeka reserves the right to correct any errors and to update Site information at any time.

6. Warranty Disclaimer

THE SITE, ITS CONTENT, AND ITS LINKS AND COMMUNICATIONS ARE PROVIDED ON AN “AS IS” BASIS AND ARE USED AT YOUR SOLE RISK, TO THE FULLEST EXTENT PERMISSIBLE BY LAW. MOPEKA DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS, EXPRESS OR IMPLIED, OF ANY KIND, REGARDING THE SITE (INCLUDING ITS CONTENT, HARDWARE, SOFTWARE, AND LINKS), INCLUDING ANY IMPLIED WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, NONINFRINGEMENT, RESULTS, ACCURACY, COMPLETENESS, ACCESSIBILITY, COMPATIBILITY, SECURITY, AND FREEDOM FROM MALWARE. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

7. Limitations on Liability and Remedies

MOPEKA’S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY DISPUTE WITH MOPEKA (INCLUDING WITHOUT LIMITATION YOUR USE OF THE SITE OR RECEIPT OF ANY COMMUNICATIONS) IS TO DISCONTINUE YOUR USE OF THE SITE. MOPEKA, ITS AFFILIATES, AND ITS VENDORS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF THE SITE, RECEIPT OF ANY COMMUNICATION, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SITE. THESE EXCLUSIONS FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES INCLUDE, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF MOPEKA HAD BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, MOPEKA’S, ITS AFFILIATES’, AND ITS VENDORS’ LIABILITY IN SUCH STATE OR JURISDICTION SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. MOPEKA DOES NOT ENDORSE, WARRANT, OR GUARANTEE ANY PRODUCT OR SERVICE OFFERED THROUGH A WEBSITE OR AS PART OF THIS SITE AND WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. IN ANY EVENT, IF ANY OF THE ABOVE PROVISIONS IN THIS SECTION ARE NOT ENFORCEABLE IN



AN APPLICABLE JURISDICTION, THE MAXIMUM LIABILITY OF MOPEKA WILL BE LIMITED TO ANY AMOUNT PAID TO MOPEKA BY YOU IN CONNECTION WITH THE PRODUCTS AND/OR SERVICES THAT UNDERLIE THE CLAIM.

8. Waiver of Injunctive or Other Equitable Relief

YOU AGREE THAT YOU WILL NOT BE PERMITTED TO OBTAIN AN INJUNCTION OR OTHER EQUITABLE RELIEF OF ANY KIND SUCH AS ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, SUBMISSIONS, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED, OR CONTROLLED BY MOPEKA.

9. Dispute Resolution/Mandatory Binding Arbitration

IMPORTANT: THIS SECTION (SECTION 9) LIMITS CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE ACTION, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. PLEASE REVIEW CAREFULLY.

In the unlikely event that a disagreement arises between you and Mopeka, you must first contact us directly by calling us at 833.667.3521 or by emailing support@Mopeka.com so that we may work in good faith to find a mutually agreeable solution.

If the issue cannot be resolved as described above within sixty (60) days, you and Mopeka agree, as permitted by applicable law, to resolve any claim or controversy at law or equity arising out of, relating to, or connected in any way with the Site, these Terms, or Additional Terms (collectively, "Dispute") through binding individual arbitration, or as we and you otherwise agree in writing. You agree that the term "Dispute" in these Terms will have the broadest meaning possible. These Terms also cover any Dispute between you and any officer, director, board member, agent, employee, affiliate of Mopeka, or third party if Mopeka could be liable, directly or indirectly, for such Dispute. If the parties have more than one Dispute between them, you and Mopeka agree to assert all such Disputes in a single arbitration so they may be resolved at the same time or they will be deemed waived.

CLASS AND COLLECTIVE ACTION WAIVER: You and Mopeka explicitly agree to the fullest extent allowable and enforceable under applicable law, that the arbitrator must decide any Dispute on an individual basis. **NO DISPUTE SHALL BE ARBITRATED ON A CLASS OR REPRESENTATIVE BASIS.** The arbitrator may not consolidate or join the claims of other



persons or parties who may be similarly situated absent the express written consent of Mopeka. The arbitrator may only award relief (including injunctive relief, if available) on an individual basis. Notwithstanding any other clause contained in this Agreement, any challenge to the validity of this Class and Collective Action Waiver must be determined by a court of competent jurisdiction and not by an arbitrator. If, for any reason, this Class and Collective Action Waiver is held to be unconscionable or unenforceable, then the entirety of this Dispute Resolution/Mandatory Binding Arbitration provision (Section 9) shall not apply and the Dispute must be brought exclusively in a state or federal court in Texas. Accordingly, you and Mopeka consent to the exclusive personal jurisdiction and venue of such courts for such matters.

(a) As stated above, we require you to first contact us directly at support@mopeka.com to seek a resolution. If we cannot resolve a Dispute within sixty (60) days, then, to the fullest extent permitted by applicable law, Disputes shall be resolved solely by a single, neutral arbitrator selected in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association (“AAA”), in Texas or an alternate reasonably convenient location agreed to by the parties (including, but not limited to the AAA’s Consumer-Arbitration Rules, available at the [ADR Consumer site](#)), except that we may seek injunctive or other appropriate relief in any state or federal court. You can also obtain AAA procedures, rules, and fee information by calling 800.778.7879.

(b) To begin an arbitration proceeding, you must submit the Dispute by utilizing the forms available at the [ADR Consumer site](#), and simultaneously sending a copy of the completed form to the following address: 1223 Industrial Dr., Suite A, New Braunfels, TX 78130.

(c) Upon filing of the arbitration demand, we will pay all filing, administration, and arbitrator fees other than the initial \$200 filing fee, and for claims of less than \$1,000, Mopeka will reimburse you for the filing fee within 30 days of receiving a written request from you. Each party will bear the fees and expense of its own attorneys, experts, witnesses, and preparation and presentation of evidence at the arbitration.

(d) WITH ARBITRATION (i) THERE IS NO JUDGE OR JURY, (ii) THE ARBITRATION PROCEEDINGS AND ARBITRATION OUTCOME ARE SUBJECT TO CERTAIN CONFIDENTIALITY RULES, AND (iii) JUDICIAL REVIEW OF THE ARBITRATION OUTCOME IS LIMITED. Any Dispute shall otherwise be governed by the internal laws of the State of Texas without regard to Texas choice of law principles, except that the provisions of this agreement concerning arbitration shall be governed by the Federal Arbitration Act. The arbitrability of Disputes shall be determined by the arbitrator. The arbitrator’s award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. You hereby consent to, and waive, all



defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and federal courts of Texas.

(e) Certain portions of this Section are deemed to be a “written agreement to arbitrate” pursuant to the Federal Arbitration Act. You and Mopeka agree that we intend that this Section 9 satisfies the “writing” requirement of the Federal Arbitration Act. This Section can only be amended by mutual written agreement.

(f) In the event the AAA is unavailable or unwilling to hear the Dispute, you and Mopeka shall agree to, or a court shall select, another arbitration provider.

(g) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR WE WANT TO ASSERT A DISPUTE AGAINST THE OTHER, THEN YOU OR WE MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE) WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES – OR IT WILL BE FOREVER BARRED.

10. Indemnification

You agree to defend, indemnify, and hold harmless Mopeka from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys’ fees and costs) arising out of or in connection with any of the following: (i) your breach or alleged breach of these Terms; (ii) your use of the Site; (iii) your User Content; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities; (v) your violation of the rights of any third party including any intellectual property, publicity, confidentiality, property, or privacy right; or (vi) any misrepresentation made by you. Mopeka reserves the right to assume, at your expense, the exclusive defense and control of any matter subject to indemnification by you. You agree to cooperate with Mopeka’s defense of any claim. You will not in any event settle any claim without the prior written consent of Mopeka.

11. Third-Party Sites and Other Information

The Site may contain, as a convenience to you, content, links, and other information submitted by third parties over whom Mopeka has no control or responsibility. Mopeka has no obligation to monitor, control, or restrict the use of the Site, or third-party websites or services accessible via links available as part of the Site. These other websites or services are not under Mopeka’s control, and you acknowledge that, whether or not such websites or services are affiliated in any way with Mopeka, Mopeka is not responsible for the accuracy,



copyright compliance, legality, decency, or any other aspect of the content of such websites or services. The inclusion of such a link does not imply endorsement of any website or service by Mopeka or any association with its operators.

12. Electronic Communications

We may communicate with you electronically in regard to the Site, including by email, and we may collect information related to communications between you and Mopeka. You agree that all notices, disclosures, agreements, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree that any time you electronically transact, agree, or consent via the Site, your action is intended as an electronic signature which binds you as if you had signed on paper.

13. General Provisions

Severability; Interpretation; Assignment. If any provision of these Terms is for any reason deemed invalid, unlawful, void, or unenforceable, then that provision will be deemed severable from these Terms and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms. The summaries of provisions and Section headings are provided for convenience only and shall not limit the full Terms. Mopeka may assign its rights and obligations under these Terms, in whole or in part, to any party at any time without any notice. These Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of Mopeka.

Complete Agreement; No Waiver. These Terms reflect our complete agreement regarding the Site and supersede any prior agreements, representations, warranties, assurances, or discussion related to the Site. Except as expressly set forth in these Terms, (i) no failure or delay by Mopeka in exercising any of the rights, powers, or remedies hereunder will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms will be effective unless in writing and signed by Mopeka.

Investigations; Cooperation with Law Enforcement. Mopeka reserves the right to investigate and prosecute any suspected or actual violations of these Terms. Mopeka may disclose any information as necessary or appropriate to satisfy any law, regulation, legal process, or government request.

Governing Law. These Terms, your rights and the rights of Mopeka within these Terms shall be governed by and construed in accordance with the laws of Texas, without regard to choice



of law principles. Any action arising out of or relating to these Terms shall be filed only in the state or federal courts located in Texas and you hereby consent and submit to the exclusive personal jurisdiction and venue of such courts.

14. Contact Information

If you have any questions regarding these Terms or the Site, you may contact us by email at support@Mopeka.com.