

iKeyless® End User License Agreement

Please read the following END USER LICENSE AGREEMENT (the “Agreement”) in its entirety before using iKeyless’ mobile applications or online services or programs available via its websites, located at www.ikeyless.com and www.carkeysexpress.com, (collectively, the “iKeyless Application”). The iKeyless Application includes all related content and documentation made available to you by iKeyless under this Agreement, including, but not limited to, all software code, titles, themes, objects, artwork, concepts, sounds, audio-visual effects, and methods of operation that are related to the application, as well as any copies of any of the foregoing. This Agreement is in effect for all iKeyless Applications.

This Agreement is a legal document that explains your rights and obligations related to your use of the iKeyless Application, including any services you access or purchases you make through the iKeyless Application. By downloading or using the iKeyless Application, or by otherwise indicating your acceptance of this Agreement, you are agreeing to be bound by the terms of this Agreement. If you do not or cannot agree to the terms of this Agreement, you may not download or use the iKeyless Application.

Pay particular attention to the following important terms, policies, and procedures included in this Agreement. By accepting this Agreement:

- A. You are agreeing to other iKeyless rules and policies that are expressly incorporated into this Agreement. Please read them carefully:
 - Our Privacy Policy explains what information iKeyless collects from you and how iKeyless protects that information.
 - Our Terms of iKeyless Application explain the rules for using iKeyless websites.
- B. You grant iKeyless a license to use whatever content you create using the iKeyless Application. Additional information regarding User Generated Content can be found in Section 4 below.
- C. You and iKeyless agree to resolve disputes between the two parties in individual arbitration and not in a court of law. We believe the alternative dispute-resolution process of arbitration has the ability to resolve any dispute fairly and more quickly and efficiently than formal court litigation. Additional information regarding dispute resolution can be found in Section 10 below.

THIS AGREEMENT CONTAINS A BINDING, INDIVIDUAL ARBITRATION AND CLASS-ACTION WAIVER PROVISION. IF YOU ACCEPT THIS AGREEMENT, YOU AND IKEYLESS AGREE TO RESOLVE DISPUTES IN BINDING, INDIVIDUAL ARBITRATION AND GIVE UP THE RIGHT TO GO TO COURT INDIVIDUALLY OR AS PART OF A CLASS ACTION, AND IKEYLESS AGREES TO PAY YOUR ARBITRATION COSTS FOR ALL DISPUTES OF UP TO \$10,000 THAT ARE MADE IN GOOD FAITH (SEE SECTION 10). YOU HAVE A TIME-LIMITED RIGHT TO OPT OUT OF THIS WAIVER.

TO ENTER INTO THIS LICENSE AGREEMENT, YOU MUST BE AN ADULT OF THE LEGAL AGE OF MAJORITY IN YOUR COUNTRY OF RESIDENCE. YOU ARE LEGALLY AND FINANCIALLY RESPONSIBLE FOR ALL ACTIONS USING OR ACCESSING OUR SOFTWARE, INCLUDING THE ACTIONS OF ANYONE TO WHOME YOU ALLOW ACCESS TO YOUR ACCOUNT. YOU AFFIRM THAT YOU HAVE REACHED THE LEGAL AGE OF MAJORITY AND THAT YOU UNDERSTAND AND ACCEPT THIS AGREEMENT (INCLUDING ITS DISPUTE

RESOLUTION TERMS). IF YOU ARE UNDER THE LEGAL AGE OF MAJORITY, YOUR PARENT OR LEGAL GUARDIAN MUST CONSENT TO THIS AGREEMENT.

1. License Grant

iKeyless grants you a personal, non-exclusive, non-transferable, non-sublicensable, limited right and license to install and use the iKeyless Application on compatible devices you own or control for your personal use (the "License"). The rights that iKeyless grants you under the License are subject to the terms of this Agreement, and you may only make use of the License if you comply with all applicable terms.

The License becomes effective on the date you accept this Agreement. The iKeyless Application is licensed, not sold, to you under the License. The License does not grant you any title in or ownership of the iKeyless Application.

2. License Conditions

you may not do or attempt to do any of the following with respect to the iKeyless Application or any of its parts: (a) use it commercially or for promotional purposes, except as iKeyless expressly authorizes; (b) copy, reproduce, distribute (including via a network server), display, or use it in a way that is not expressly authorized in this Agreement; (c) sell, rent, lease, license, distribute, or otherwise transfer it; (d) reverse engineer, derive source code from, modify, adapt, translate, decompile, or disassemble it or make derivative works based on it; (e) remove, disable, circumvent, or modify any proprietary notice or label or security technology included in it; (f) create, develop, distribute, or use any unauthorized software programs to use, integrate, or otherwise communicate with the iKeyless Application; (g) use it to infringe or violate the rights of any third party, including, but not limited to, any intellectual property, publicity, or privacy rights; (h) use, export, or re-export it in violation of any applicable law or regulation; or (i) behave in a manner which is detrimental to the use of the iKeyless Application by others as intended by iKeyless, in iKeyless' sole judgment, including, but not limited to, the following: spamming, scamming, or using methods not authorized by iKeyless.

3. Updates and Patches

iKeyless may provide patches, updates, or upgrades to the iKeyless Application which must be installed for continued use of the iKeyless Application. Updates may be made to the iKeyless Application remotely by iKeyless without notification. You hereby consent to the application of patches, updates, and upgrades by iKeyless at its discretion. Likewise, iKeyless may modify, suspend, discontinue, substitute, replace, or limit access to any aspect of the iKeyless Application at any time without notification or consent. You acknowledge that use of the iKeyless Application does not confer on you any interest, monetary or otherwise, in any aspect or feature of the iKeyless Application. You also acknowledge that any customization or other data related to use of the iKeyless Application may cease to be available to you at any time without notification or consent, including, without limitation, after a patch, update, or upgrade is applied by iKeyless. iKeyless does not have any obligation to maintain or support the iKeyless Application.

4. User Generated Content

Features of the iKeyless Application may allow the creation, development, modification, or contribution of content (“UGC”), as well as upload, publish, or otherwise make available UGC to some or all users of the iKeyless Application. These features may also allow for interaction with or manipulation or alteration of UGC in whole or in part. iKeyless may modify, limit, or discontinue certain features of the iKeyless Application without notification or liability to you.

Without limitation, “UGC” includes images of keys, means of entry, and other devices or objects that you upload to the iKeyless Application.

Subject to the rights and licenses you grant in this Agreement, you retain whatever rights you may have in your UGC. Such rights only extend to new, original content you create as part of your UGC and does not extend to nor grant any rights to the iKeyless Application, content created or made available by third-parties, or content made available by iKeyless through the iKeyless Application.

If you make or have made available any UGC in the iKeyless Application, you grant iKeyless permission to host, copy, import, store, modify, adapt, display, publicly perform (including by means of digital audio transmissions), reproduce, create derivative works of, publicly display, transfer, sublicense, replicate, reduce in form and distribute (collectively “Use”) that UGC, in part or in whole, including for commercial publicity, and marketing purposes, in any country. This permission is perpetual and irrevocable and applies to any media, platform, or channel in connection with the iKeyless Application.

The rights you grant to iKeyless in this Section 4 are provided on a through-to-the-audience basis, meaning the owners or operators of third-party services will not have any separate liability to you or any other third-party for UGC provided to or used on such third-party services via the iKeyless Application.

You acknowledge that you understand and agree that you are not entitled to receive any compensation, fees, consideration, or other remuneration in connection with your UGC for any reason, including iKeyless’s exercise of the rights you grant to iKeyless in this Section 4 and that iKeyless is not obligated to exercise such rights.

iKeyless does not allow intellectual property infringement through the iKeyless Application. You agree not to create, generate, or make available through the iKeyless Application any UGC to which you do not have the right to grant iKeyless such license to all elements of the UGC.

If you choose to create, generate, or make available your UGC through the iKeyless Application, you are solely responsible for your UGC and represent and warrant that:

- (a) you are the creator and owner of such UGC and have all the necessary licenses and rights to use and to authorize iKeyless to exploit the license granted above;
- (b) your UGC, and iKeyless’s use of the UGC as contemplated under this Agreement, will not infringe upon or violate any third-party rights, including copyright, trademark, patent, trade secret, moral rights, or the rights of privacy or publicity;
- (c) iKeyless does not need to obtain any further licenses, provide attribution, or pay royalties or other compensation to any third parties in connection with such UGC; and

(d) iKeyless's use of your UGC will not violate any third-party contract or cause iKeyless to violate any applicable laws or regulations.

You understand that you may be exposed to UGC from a variety of sources when using the iKeyless Application and acknowledge that such may be inaccurate or objectionable. You agree that iKeyless shall not be responsible or liable for UGC created by you or others.

As permitted by law, you agree to waive all rights of authorship, paternity, attribution, integrity, disclosure, and withdrawal, as well as any other rights known or referred to as "moral rights," "artist's rights," "droit moral," or other similar rights as recognized under any legal or equitable theory of any country or under any treaty, regardless of whether that right is referred to as a "moral right" (collectively "Moral Rights"), in and to your UGC. You further knowingly and irrevocably agree to refrain from exercising any Moral Rights in and to your UGC that you have not waived in any manner that interfere with any exercise of granted rights. You waive and agree not to assert your Moral Rights even if your UGC is altered or changed in a manner not agreeable to you.

If you provide iKeyless with any feedback, you hereby grant iKeyless a non-exclusive, fully paid, royalty-free, worldwide, perpetual, irrevocable, sublicensable, transferable, and assignable license to use, reproduce, distribute, modify, adapt, prepare derivative works based upon, publicly perform, publicly display, make, use, sell, offer to sell, import, and otherwise exploit any and all feedback for any purpose and for all current and future methods and forms of exploitation. "Feedback" is defined as suggestions, comments, ideas, and all other types of information, including software and code, that you provide, publish, or otherwise communicate directly or indirectly (including through your employees, agents, contractors, or representatives) to iKeyless or its agents that relates to the iKeyless Application. If any such rights may not be licensed under applicable law (such as moral and other personal rights), you hereby waive and agree not to assert any such rights. You understand and agree that iKeyless is not required to make any use of any Feedback that you provide. You agree that if iKeyless makes use of such Feedback, iKeyless is not required to credit or compensate you for your contribution. You represent and warrant that you have sufficient rights in any Feedback that you provide to iKeyless to grant iKeyless and other affected parties the rights described above. This includes, but is not limited to, intellectual property rights and other proprietary or personal rights.

5. Ownership/Third Party Licenses

iKeyless and its licensors own all title, ownership rights, and intellectual property rights in the iKeyless Application. Features may be made available to you via the iKeyless Application which provide prefabricated templates of keys, entry means, or other devices or objects to use in connection with your UGC (defined above), however your use of a template does not give you any copyrights or other ownership in such template. iKeyless, Car Keys Express, Car Care Express, Fresh Car Keys, and their respective logos are trademarks or registered trademarks of iKeyless and its affiliates in the United States of America and elsewhere. All rights granted to you under this Agreement are granted by express license only and not by sale. No license or other rights shall be created hereunder by implication, estoppel, or otherwise.

6. Disclaimers and Limitation of Liability

Nothing in this Agreement will prejudice the statutory rights that you may have as a user of the iKeyless Application. Some countries, states, provinces, or other jurisdictions do not allow the exclusion of certain

warranties or the limitation of liability as stated in this section, so the below terms may not fully apply to you. In such jurisdictions, the exclusions and limitations below shall apply only to the extent permitted by the laws of such jurisdictions.

The iKeyless Application is provided on an “as is” and “as available” basis “with all faults” and without warranty of any kind. iKeyless, its licensors, and its and their affiliates disclaim all warranties, conditions, common law duties, and representations (express, implied, oral, and written) with respect to the iKeyless Application, including, without limitation, all express, implied, and statutory warranties and conditions of any kind, such as title, non-interference with your enjoyment, authority, non-infringement, merchantability, fitness or suitability for any purpose (whether or not iKeyless knows or has reason to know of any such purpose), system integration, accuracy or completeness, results, reasonable care, workmanlike effort, lack of negligence, and lack of viruses, whether alleged to arise under law, by reason of custom or usage in the trade, or by course of dealing. Without limiting the generality of the foregoing, iKeyless, its licensors, and its and their affiliates make no warranty that (1) the iKeyless Application will operate properly, (2) the iKeyless Application will meet your requirements, (3) the operation of the iKeyless Application will be uninterrupted, bug free, or error free in any or all circumstances, or (4) any defects in the iKeyless Application can or will be corrected. Any warranty against infringement that may be provided in Section 2-312 of the Uniform Commercial Code or in any other comparable statute, is expressly disclaimed. iKeyless, its licensors, and its and their affiliates do not guarantee continuous, error-free, virus-free, or secure operation of or access to the iKeyless Application. This paragraph will apply to the maximum extent permitted by applicable law.

To the maximum extent permitted by applicable law, neither iKeyless, nor its licensors, nor its or their affiliates, nor any of iKeyless’s service providers (collectively, the “iKeyless Parties”) shall be liable in any way for any loss of profits or any indirect, incidental, consequential, special, punitive, or exemplary damages, arising out of or in connection with this Agreement or the iKeyless Application, or the delay of, inability to use, or lack of functionality of the iKeyless Application, even in the event of an iKeyless Party’s fault, tort (including negligence), strict liability, indemnity, product liability, breach of contract, breach of warranty, or otherwise, and even if an iKeyless Party has been advised of the possibility of such damages. Further, to the maximum extent permitted by applicable law, the aggregate liability of the iKeyless Parties arising out of or in connection with this Agreement or the iKeyless Application will not exceed the total amounts you have paid (if any) to iKeyless for the iKeyless Application during the twelve (12) months immediately preceding the events giving rise to such liability. These limitations and exclusions regarding damages apply even if any remedy fails to provide adequate compensation.

7. Indemnity

This Section 7 only applies to the extent permitted by applicable law. If you are prohibited by law from entering into the indemnification obligation below, then you assume, to the extent permitted by law, all liability for all claims, demands, actions, losses, liabilities, and expenses (including attorneys’ fees, costs and expert witnesses’ fees) that are the stated subject matter of the indemnification obligation below.

You agree to indemnify, pay the defense costs of, and hold iKeyless; its licensors; its and their affiliates; and its and their employees, officers, directors, agents, contractors, and other representatives harmless from all claims, demands, actions, losses, liabilities, and expenses (including attorneys’ fees, costs, and expert witnesses’ fees) that arise from or in connection with (a) any claim that, if true, would constitute a breach by you of this Agreement or negligence by you, (b) any act or omission by you in using the iKeyless Application, or (c) any claim of infringement or violation of any third-party intellectual property

rights arising from iKeyless's use of your UGC or Feedback, as provided under Sections 5 or 6 of this Agreement. You agree to reimburse iKeyless on demand for any defense costs incurred by iKeyless and any payments made or loss suffered by iKeyless, whether in a court judgment or settlement, based on any matter covered by this Section 7.

8. Term and Termination

Without limiting any other rights of iKeyless, this Agreement will automatically terminate without notice upon failure to comply with any of its terms and conditions. You may also terminate this Agreement by deleting the iKeyless Application from all devices on which you've installed it. Upon any termination, the License will automatically terminate, you may no longer exercise any of the rights granted to you by the License, and you must destroy all copies of the iKeyless Application in your possession.

Except to the extent required by law, all payments and fees are non-refundable under all circumstances, regardless of whether or not this Agreement has been terminated.

Sections 2, 4-14 will survive any termination of this Agreement.

9. Governing Law and Jurisdiction

This Agreement is entered into in the Commonwealth of Kentucky, U.S.A. and shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky, exclusive of its choice of law rules. For any Disputes deemed not subject to binding individual arbitration, as provided in the section immediately below, you and iKeyless agree to submit to the exclusive jurisdiction of Jefferson County, Kentucky, or, if federal court jurisdiction exists, the United States District Court for the Western District of Kentucky. You and iKeyless agree to waive any jurisdictional, venue, or inconvenient forum objections to such courts (without affecting either party's rights to remove a case to federal court if permissible), as well as any right to a jury trial. The Convention on Contracts for the International Sale of Goods will not apply. Any law or regulation which provides that the language of a contract shall be construed against the drafter will not apply to this Agreement. This Section 9 will be interpreted as broadly as applicable law permits.

10. Dispute Resolution

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

While iKeyless strives to resolve issues quickly and amicably when contacted, iKeyless and you understand and agree that sometimes disputes can't be resolved through such contact. This Section details how iKeyless and you agree to resolve those disputes, including, where applicable, by binding, individual arbitration.

Arbitration is an alternative procedure for dispute resolution which allows iKeyless to resolve issues without the formality of going to court. Any dispute between you and iKeyless is submitted to a neutral arbitrator (not a judge or jury) for quick and fair resolution. Arbitration is a more efficient option for both you and iKeyless.

10.1 Notice of Dispute - If you have an issue that iKeyless can't resolve to your satisfaction, prior to starting arbitration, you and iKeyless agree to attempt to resolve the dispute informally to for the sake of efficiency and to control costs for both parties. You and iKeyless agree to make a good-faith effort to negotiate any dispute between you and iKeyless for at least 30 days ("Informal Resolution"). The informal negotiations of the Informal Resolution will start on the day you or iKeyless receive a written notice of a dispute in accordance with this Agreement.

Notices of dispute should be sent to iKeyless, LLC, Legal Department, 828 E. Market Street, Louisville, KY 40206, U.S.A. Such notices must include your name, account name used in conjunction with the iKeyless Application, address, contact information, a detailed explanation of the issue and response you desire of iKeyless . If iKeyless has a dispute with you, iKeyless will send you a notice of dispute to your registered e-mail address and to the billing address you have provided iKeyless in conjunction with the iKeyless Application.

If you reside in the European Union ("EU"), you may also be entitled to submit your complaint to the European Commission's Online Dispute Resolution ("ODR") Platform. ODR allows EU consumers to resolve disputes related to the online purchases of goods and services without going to court.

If the dispute isn't resolved to your or iKeyless' satisfaction by Informal Resolution or small-claims court (below), you or iKeyless may initiate arbitration in accordance with this Agreement.

10.2 Small Claims Court - As an alternative to Informal Resolution, you and iKeyless agree that you may sue iKeyless in small claims court in your choice of the county in which you reside or in Jefferson County, Kentucky (if you meet the requirements of small claims court). While iKeyless strongly encourages the use of Informal Resolution prior to suing in small claims court, it is not required as a first course of action.

10.3 Binding Individual Arbitration -

THE ARBITRATION PROCEEDINGS DETAILED IN THIS SECTION WILL BE CONDUCTED ON AN INDIVIDUAL BASIS ONLY.

You and iKeyless agree that disputes will be settled by binding individual arbitration conducted by the Judicial Arbitration Mediation Services, Inc. ("JAMS") subject to the U.S. Federal Arbitration Act and federal arbitration law and according to JAMS' Streamlined Arbitration Rules and Procedures effective July 1, 2014 ("JAMS' Rules") as modified by this Agreement.

You and iKeyless agree to a dispute resolution process in which iKeyless submits any dispute to a neutral arbitrator (not a judge or jury) which makes the final decision regarding resolution of the dispute. JAMS utilizes experienced professionals for the arbitration of disputes, which results in a fair resolution which is generally quicker and more efficient than going to court. The arbitrator may award the same remedies to you individually as a court could, but only to the extent required to satisfy your individual claim.

The arbitrator's decision is final, except for a limited review by courts under the U.S. Federal Arbitration Act, and is subject to enforcement the same as any other court order or judgment. The arbitrator may only award legal or equitable remedies that are requested by you or iKeyless to satisfy individual claims which the arbitrator determines are supported by credible, relevant evidence. The arbitrator may not award relief against iKeyless with respect to any person other than you.

Any decision or award granted may be enforced as a final judgment by any court of competent jurisdiction or, if applicable, application may be made to such court for judicial acceptance of any award and an order of enforcement.

You and iKeyless agree to submit all disputes between you and iKeyless to individual binding arbitration to take place in Jefferson County, Kentucky. "Dispute" is defined as any dispute, claim, or controversy (except those specifically exempted within this Agreement) between you and iKeyless which relates to your use or attempted use of iKeyless Application, or related iKeyless' products or services, including, without limitation, the validity, enforceability, or scope of this Section 10.3.

You and iKeyless agree to arbitrate all Disputes regardless of whether the Dispute is based in contract, statute, regulation, ordinance, tort (including fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory.

The Informal Resolution and Arbitration sections do not apply to (1) individual actions in small claims court; (2) pursuit of enforcement actions through a government agency if the law allows; (3) a complaint or remedy under the EU General Data Protection Regulation; (4) an action to compel or uphold any prior arbitration decision; (5) iKeyless' right to seek injunctive relief against you in a court of law to preserve the status quo while an arbitration proceeds; (6) claims of intellectual property infringement, and (7) the enforceability of the class action waiver clause below.

You and iKeyless agree that the question of whether a dispute is subject to arbitration under this Agreement will be determined by the arbitrator rather than by a court.

If you begin arbitration, you must pay the filing fee charged by JAMS in connection with consumer arbitrations.

However, as a measure of good faith, if the dispute involves an amount of \$10,000 or less, iKeyless will pay all of the affiliated JAMS costs, including the fees you would have been required to pay if the dispute involved an amount greater than \$10,000. Additionally, if the above doesn't apply to you, but you demonstrate that arbitration costs will be prohibitive compared to litigation costs, iKeyless will pay as much of the affiliated JAMS costs as the arbitrator deems necessary to prevent arbitration from being cost-prohibitive as compared to the cost of litigation.

JAMS costs do not include attorneys' fees and costs, and attorneys' fees and JAMS costs are not taken into consideration when the arbitrator is determining your ability to pay for arbitration.

If arbitration is deemed necessary to resolve a Dispute, you or iKeyless must begin the arbitration process within two (2) years from the date the Dispute arose. If applicable law requires you to bring a claim for a Dispute sooner than two years after the Dispute first arose, you must begin arbitration in the earlier time period as mandated. iKeyless encourages you to inform iKeyless about a Dispute as soon as possible to allow sufficient time to arrive at a resolution. The failure to provide timely notice shall bar all claims.

10.4 Class Action Waiver - To the maximum extent permitted by applicable law, you and iKeyless agree to only bring Disputes in an individual capacity and shall not:

- seek to bring, join, or participate in any class or representative action, collective or class-wide arbitration, or any other action for which another individual or entity acts in a representative capacity (e.g., private attorney general actions); or
- consolidate or combine individual proceedings or permit an arbitrator to do so without the express consent of all parties to this Agreement and all other actions or arbitrations.

10.5 Severability - If any or all of the provision of this Section 10 are found invalid, unenforceable, or illegal, you and iKeyless agree that the provision will be severed, and the rest of the agreement shall remain in effect and be construed as if any severed provision had not been included. The sole exception is that if the Class Action Waiver is found invalid, unenforceable, or illegal, you and iKeyless agree that it will not be severable; this entire Binding Individual Arbitration section will be void and unenforceable, and any Dispute will be resolved in court subject to the venue and choice of clauses specified in this Agreement. Under no circumstances shall arbitration be conducted on a class basis without the express consent of iKeyless.

10.6 30-Day Right to Opt Out - You have the right to opt out of and to not be bound by the arbitration and class action waiver provisions set forth in this Agreement. To exercise this right, you must send written notice of your decision to: iKeyless, LLC, Legal Department, 828 E. Market Street, Louisville, KY 40206, U.S.A., ATTN: ARBITRATION OPT-OUT. Your notice must include your name, mailing address, and the account affiliated with your use of the iKeyless Application and state specifically that you do not wish to resolve disputes with iKeyless through arbitration. To be effective, this notice must be postmarked within 30 days of the date on which you first accepted this Agreement unless a longer period is required by applicable law; otherwise, you will be bound to arbitrate Disputes in accordance with this Section 10. If you opt out of these arbitration provisions, iKeyless will not be bound by them with respect to Disputes with you.

11. Compliance with Laws

You agree to comply with all applicable federal and foreign laws, regulations, and rules and to complete any required undertakings. You agree not to use, export, re-export, or download the iKeyless Application into (or to a national or resident of) any country to which the U.S. has embargoed goods or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. You represent and warrant that you are not located in, under the control of, or a national or resident of any U.S.-restricted or prohibited country or on any U.S.-restricted or prohibited list.

12. Amendments of this Agreement

iKeyless may issue an amended Agreement, Terms of Use, or Privacy Policy at any time in its discretion by posting the amended Agreement, Terms of Use, or Privacy Policy on its website or by providing you with digital access to amended versions of any of these documents when you next access the iKeyless Application. If any amendment to this Agreement, the Terms of Use, or Privacy Policy is not acceptable to you, you may terminate this Agreement and must stop using the iKeyless Application. Your continued use of the iKeyless Application will demonstrate your acceptance of the amended Agreement and Terms of Use, as well as your acknowledgement that you have read the amended Privacy Policy.

13. No Assignment

You may not, without the prior written consent of iKeyless, assign, transfer, charge, or sub-contract all or any of your rights or obligations under this Agreement, and any attempt to do so without that consent will be null and void. If restrictions on transfer of the iKeyless Application in this Agreement are not enforceable under the law of your country, then this Agreement will be binding on any recipient of the iKeyless Application. iKeyless may, at any time, assign, transfer, charge, or sub-contract all or any of its rights or obligations under this Agreement.

14. Miscellaneous

This Agreement and any document or information referred to in this Agreement constitute the entire Agreement between you and iKeyless relating to the subject matter covered by this Agreement. All other communications, proposals, and representations with respect to the subject matter covered by this Agreement are excluded.

The original of this Agreement is in English; any translations are provided for reference purposes only. It is the express wish of the parties that these Terms and all related documents have been drawn up in English. You waive any right you may have under the law of your country to have this Agreement written or construed in the language of any other country.

This Agreement describes certain legal rights. You may have other rights under the laws of your jurisdiction. This Agreement does not change your rights under the laws of your jurisdiction if the laws of your jurisdiction do not permit it to do so. Limitations and exclusions of warranties and remedies in this Agreement may not apply to you because your jurisdiction may not allow them in your particular circumstance. In the event that certain provisions of this Agreement are held by a court or tribunal of competent jurisdiction to be unenforceable, those provisions shall be enforced only to the furthest extent possible under applicable law, and the remaining terms of this Agreement will remain in full force and effect.

Any act by iKeyless to exercise, or failure or delay in exercise of, any of its rights under this Agreement, at law or in equity, will not be deemed a waiver of those or any other rights or remedies available in contract, at law or in equity.

You agree that this Agreement does not confer any rights or remedies on any person other than the parties to this Agreement, except as expressly stated.

iKeyless' obligations are subject to existing laws and legal process, and iKeyless may comply with law enforcement or regulatory requests or requirements despite any contrary term in this Agreement.

Last updated on August 1, 2019.