

SMART TERMS OF USE

PLEASE READ THE FOLLOWING CAREFULLY. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AS A USER (AS DEFINED BELOW) (“USER” OR “YOU”) AND SURPLUS LINES STAMPING OFFICE OF TEXAS (“SLTX” OR “WE”). THESE TERMS AND CONDITIONS, TOGETHER WITH THE SLTX PRIVACY POLICY, AND ALL OTHER SLTX AGREEMENTS, RULES AND POLICIES REGARDING YOUR ACCESS TO AND USE OF SLTX’S SMART ONLINE FILING SYSTEM, INCLUDING THE WEBSITE AND ALL ATTENDANT APPLICATIONS AND SERVICES PROVIDED BY SLTX (COLLECTIVELY, THE “PLATFORM”), CONSTITUTE THE “AGREEMENT” BETWEEN YOU AND SLTX.

IF YOU HAVE NOT READ THE AGREEMENT, DO NOT UNDERSTAND OR AGREE TO BE BOUND BY THE AGREEMENT, OR ARE NOT ABLE TO CONSENT TO BE BOUND BY THE AGREEMENT (E.G., IF YOU ARE NOT OLD ENOUGH TO ENTER INTO A BINDING LEGAL CONTRACT), DO NOT USE THE PLATFORM.

1. Scope and Acceptance

Anyone who accesses or uses any part of the Platform is a “User.” The Agreement sets forth your rights and obligations as a User with respect to your access to and use of the Platform and use of any and all information or data of any kind arising from access to or use of the Platform, including, without limitation, any text, graphics, images, art work, sound recordings, audio, video, and software.

We reserve the right, in our sole discretion, to change this Agreement (including the Privacy Policy) from time to time, without prior notice (as further described below). You are responsible for reviewing the Agreement each time you access the Platform. **YOUR ACCESS OF ANY PART OF THE PLATFORM IS DEEMED TO BE YOUR ACCEPTANCE OF THIS AGREEMENT AS IT EXISTS AT THE TIME YOU ACCESS THE PLATFORM.**

You must be eighteen (18) years of age or older to use the Platform. In certain jurisdictions, the age of majority may be older than 18, in which case you must satisfy that age in order to become a User.

If you are accessing or using any part of the Platform on behalf of any business, organization, or other entity of any kind, you represent and warrant that you are authorized (a) to accept these terms on its behalf and (b) to bind such business, organization, or entity to the Agreement.

2. Description of the Platform

The Platform facilitates submission of surplus lines insurance contracts and related reports or information to SLTX. The Platform is intended for use by eligible surplus lines brokers/agencies licensed in the State of Texas, and certain functionality of the Platform requires User registration.

The specific features and functionality of the Platform are dynamic and may change from time to time. We reserve complete discretion with respect to the operation of the Platform. We also reserve the right to withdraw, suspend, or discontinue any feature or functionality of the Platform at any time.

3. Registration and Responsibility for User Account

We reserve the right to decline a registration request in our sole discretion for any reason.

By applying for a registration account on the Platform, you represent and warrant that all registration information you submit to us upon registration and at all other times is truthful, accurate, current and complete, and you agree to keep this information accurate and up to date at all times. If you are a registered User, you may update the information in your profile, change your password, and view this Agreement within the Platform.

When you create a registration account with SLTX, a username and password is generated by SLTX. The account is provided solely for your own internal business use. Your account is non-transferrable and cannot be sold, combined, or shared with any other. You are solely responsible for all activities that occur under your account. You are responsible for keeping your user name and password confidential. You shall not knowingly disclose your user name and password to any third party. You must notify us immediately of any unauthorized use of your user name and password, if you believe that your user name and password is no longer confidential, or if you believe that there has been a breach in security with respect to your account. We reserve the right to require that you change your password if your account is no longer secure. SLTX shall not be liable for any loss or damages you may suffer as a result of someone else using your user name and password.

4. Privacy Policy

5. Please see our Privacy Policy <https://smart.sltx.org/externalBroker/help/Privacy-Policy.pdf> for a detailed description of how we collect, use, and disclose information about our Users.

6. Fees

SLTX does not charge a fee to create and use a User account.

However, the Platform may allow registered Users to submit certain fees and payments, including stamping fees, to SLTX. We will make commercially reasonable efforts to display and explain (if any) applicable fees and payments in the normal course of your use of the Platform. We may contract with one or more third parties to facilitate the processing of any fees and payments.

7. Permitted Use; Restrictions

7.1 Permissions

Certain SLTX materials on the Platform are protected by intellectual property laws, including but not limited to U.S. copyright and trademark laws. You acknowledge and agree that the content accessible through the Platform that is not expressly designated as being provided by a third party is the property of SLTX and its content providers, and SLTX and its content providers retain all right, title, and interest in the content.

Subject to the terms of this Agreement, you are granted a limited, personal, non-exclusive, non-sublicensable, non-assignable, non-transferable, and revocable license to access and use the Platform and related materials solely for your own internal business use. Except as expressly provided otherwise in this Agreement, all rights are reserved.

7.2 Restrictions

In connection with the use of the Platform, you shall not, and shall ensure that any other users you permit access to or use of the Software shall not:

- (a) alter or modify the Platform, or make any electronic reproduction, adaptation, distribution, performance, or display of the Platform, or any portion thereof, except to the extent permitted by the intended functionality of the Platform or as required for the limited purpose of reviewing material in connection with legitimate use of the Platform otherwise consistent with the Agreement;
- (b) reverse engineer, reverse assemble, decompile or otherwise attempt to derive source code from the Platform or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this provision;
- (c) sell, rent, lease, transfer, or assign to any third party any rights to User accounts, the Platform, or related materials;
- (d) remove or modify any proprietary notice or labels on the Platform, or related materials, including author attribution and copyright notices;
- (e) copy, modify, erase, or damage any information contained on computer servers used or controlled by SLTX or any third party, except to the extent permitted by the intended functionality of the Platform;
- (f) use the Platform to violate any legal right of any third party, including any publicity or privacy right, copyright, or other intellectual property right, or to take any action that is harassing, libelous, defamatory, abusive, tortious, threatening, harmful, or otherwise objectionable, or submit any content that breaches any duty of confidentiality you may have to a third party;

- (g) access or use any password-protected, secure, or non-public areas of the Platform, or access data on the Platform not intended for you, except as specifically authorized by SLTX;
- (h) impersonate or misrepresent your affiliation with any person or entity;
- (i) attempt to or actually disrupt, impair, or interfere with the Platform, or access to or use of the Platform by any user, processor, host, or network, or any information, data, or materials posted and/or displayed by SLTX, or breach any implemented security or authentication measures; or
- (j) submit any content or use the Platform in any manner that is contrary to the Agreement, including SLTX's rules and policies, or for any non-authorized purpose or any illegal purpose.

SLTX may suspend or terminate your account and your access to and use of the Platform at any time in its sole discretion and for any reason, including any breach of the Agreement.

7.3 Where Prohibited

Access to and use of the Platform are unauthorized in any jurisdiction that does not give effect to all provisions of the Agreement, including without limitation this Section.

8. Access Software Terms

Certain features and functionality of the Platform may interact with and/or be accessed through other software, including application programming interfaces and/or other applications, provided by SLTX ("Access Software"). If you use or access such Access Software, you acknowledge and agree that your use shall be governed by the additional SLTX terms and conditions applicable to such Access Software, in addition to this Agreement.

9. Third Party Products and Materials

If you access or use the Platform in connection with an integration to a third party application, software, product or service ("Third Party Products"), you acknowledge and agree that you shall be solely responsible for configuring the interoperability of the Platform with any Third Party Products. SLTX does not guarantee the continued availability, interoperability or performance of any Third-Party Product with the Platform.

The Platform may contain materials submitted by third parties. Any such materials are provided solely as a convenience to you. Unless expressly stated to the contrary, SLTX has not tested or evaluated these materials and does not endorse or make any representations about these materials or your use thereof. If you use any of the third-party materials, you do so at your own risk. In no event shall SLTX be liable for any loss, claim, damages, or costs that may arise in connection with your use of these materials.

The Platform may refer to websites on the Internet and/or products or services that are not under the control of or maintained by SLTX (“Third Party Properties”). Unless expressly stated to the contrary, such references do not constitute an affiliation with or endorsement by SLTX of any such Third-Party Properties. You acknowledge that SLTX is providing any references to such Third Party Properties to you solely as a convenience to you, and you agree that SLTX is not responsible for any injury, harm, damages, or negative experience you may encounter by accessing, visiting, or using such Third Party Properties. SLTX does not endorse or make any representations about any Third-Party Properties. If you access, visit, or use any Third-Party Properties referred to on our Website, you do so at your own risk.

10. Availability and Operation

10.1 Availability of the Platform

It is not possible to operate the Platform with 100% guaranteed uptime. SLTX will make commercially reasonable efforts to keep the Platform operational. However, certain technical difficulties, routine site and software maintenance and upgrades, and other events may, from time to time, result in interruptions to or outages of the Platform. In addition, SLTX reserves the right at any time, and from time to time, to modify or discontinue (on a temporary or permanent basis) certain functions of the Platform, with or without notice.

You agree that SLTX shall not be liable to you or to any third party for any direct or indirect consequence of any modification, suspension, discontinuance of, or interruption to the Platform.

10.2 Inaccuracies on the Platform

A possibility exists that the Platform could include inaccuracies or errors and that additions, deletions, and alterations could be made to the Platform by unauthorized third parties. Although SLTX attempts to ensure the integrity of the Platform, it makes no guarantees as to the completeness, timeliness, correctness, or accuracy of the materials or information available through the Platform. If you believe any portion of the Platform includes an error or inaccuracy, please notify us.

10.3 Operation from the United States of America

By accessing and using the Platform, you acknowledge that SLTX controls and operates the Platform from the United States of America and that the Platform is intended for use by Users located in the United States of America. Unless expressly stated to the contrary, SLTX makes no representation that the Platform is appropriate or will be available for use in other locations. Unless otherwise explicitly stated, access to and use of the Platform and all materials found on or accessible through the Platform are solely directed to individuals, companies, or other entities located in the United States of America. If you access or use the Platform from outside the United States of America, you are entirely responsible for compliance with applicable local laws and other applicable laws.

If you access the Platform from outside the United States, you acknowledge and agree that your information may be transferred to and maintained on computers and servers located outside of

your state, province, country, or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction. Your consent to the Agreement followed by your submission of such information represents your agreement to the transfer of such information to the United States and the collection, use, and disclosure of your information in accordance with United States law and our Privacy Policy.

11. Termination

You may terminate this Agreement at any time by (a) discontinuing all access and use of the Platform, and (b) have your User account deleted by your administrative user, or c) deleted or inactivated by SLTX.

You agree that SLTX may, in its sole discretion and without prior notice, terminate your access to or use of any of the Platform or any part of the Platform at any time and for any reason, with or without cause. You also agree that any breach by you of the Agreement may constitute an unlawful and unfair business practice that will cause irreparable harm to SLTX for which monetary damages would be inadequate. You consent to SLTX's obtaining any injunctive or equitable relief that SLTX deems necessary or appropriate in such circumstances, without the need for a bond. These remedies are in addition to any other remedies SLTX may have at law or in equity.

Any terms of this Agreement that by their nature extend beyond the termination of this Agreement shall remain in effect and shall apply to respective permitted successors and assignees, including, without limitation, Sections 6.2, 10-13 and 15-17.

12. Disclaimer of Warranties

YOU EXPRESSLY AGREE THAT ACCESS TO AND USE OF THE PLATFORM ARE AT YOUR SOLE RISK. THE PLATFORM IS PROVIDED ON AN "AS IS" AND AN "AS AVAILABLE" BASIS. EXCEPT FOR THOSE WARRANTIES MADE AND EXPRESSLY IDENTIFIED AS WARRANTIES BY SLTX, SLTX DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING (A) THE PLATFORM; (B) ANY PRODUCTS AND SERVICES OFFERED THROUGH THE PLATFORM; AND (C) THE ACTS OR OMISSIONS OF USERS THROUGH THE PLATFORM, INCLUDING (WITHOUT LIMITATION) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE. SLTX MAKES NO REPRESENTATION OR WARRANTY THAT ANY MATERIAL, CONTENT, PRODUCTS, OR SERVICES DISPLAYED ON OR OFFERED THROUGH THE PLATFORM ARE ACCURATE, COMPLETE, APPROPRIATE, RELIABLE, OR TIMELY. SLTX ALSO MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS, OR THAT YOUR ACCESS TO AND USE OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, FREE OF VIRUSES, MALICIOUS CODE, OR OTHER HARMFUL COMPONENTS, OR OTHERWISE WILL BE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES.

ACCORDINGLY, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU IF PROHIBITED BY LAW.

13. Release and Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL SLTX, ITS AFFILIATES, OR SUPPLIERS (INCLUDING ANY OF ITS OR THEIR PARTNERS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS, OR ASSIGNEES) BE LIABLE TO YOU (INCLUDING ANY OF YOUR PARTNERS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS, OR ASSIGNEES) FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, EQUITY, TORT, OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, AND STRICT LIABILITY IN TORT), NOR FOR ANY DAMAGES ARISING FROM DELAY, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO DATA, INTERRUPTION IN USE OR AVAILABILITY OF DATA, LOSS OF USE OF MONEY OR USE OF PRODUCTS, LOST PROFITS, REVENUE OR SAVINGS (ACTUAL OR ANTICIPATED), OR OTHER ECONOMIC LOSS ENSUING FROM OR IN CONNECTION WITH (A) THE WEBSITE; OR (B) ANY PRODUCTS AND SERVICES OFFERED THROUGH THE WEBSITE, OR ANY PORTION THEREOF, EVEN IF SLTX OR ANY OF ITS AFFILIATES OR SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

YOU EXPRESSLY WAIVE AND RELEASE ANY AND ALL RIGHTS AND BENEFITS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA (OR ANY ANALOGOUS LAW OF ANY OTHER STATE), WHICH READS AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

IF, DESPITE THE FOREGOING LIMITATION OF LIABILITY FOR DAMAGES, A COURT OR OTHER TRIBUNAL OF COMPETENT JURISDICTION DECIDES TO AWARD MONETARY DAMAGES TO YOU FOR ANY CLAIM OR CAUSE OF ACTION ARISING FROM THE SAME, THE AMOUNT OF MONETARY DAMAGES FOR SUCH CLAIM OR CAUSE OF ACTION SHALL BE NO GREATER THAN ONE HUNDRED U.S. DOLLARS (\$100). THIS LIMITATION ON THE AMOUNT OF LIABILITY SHALL APPLY WHETHER A CLAIM OR LIABILITY ARISES IN CONTRACT, EQUITY, TORT, OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, AND STRICT LIABILITY IN TORT), AND EVEN IF SLTX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR LIABILITY. THIS LIMITATION SHALL SPECIFICALLY SURVIVE A FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES THAT MAY BE PROVIDED IN THIS AGREEMENT.

NO ACTION ARISING OUT OF THIS AGREEMENT OR YOUR ACCESS TO OR USE OF THE PLATFORM, REGARDLESS OF FORM OR THE BASIS OF THE CLAIM, MAY BE BROUGHT BY YOU MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN (OR IF MULTIPLE CAUSES, FROM THE DATE THE FIRST SUCH CAUSE AROSE) AND YOU HEREBY WAIVE ANY LONGER STATUTE OF LIMITATIONS THAT MAY BE PERMITTED BY LAW.

14. Indemnity

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SLTX, ITS PARENTS, SUBSIDIARIES, AND AFFILIATES, AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, PARTNERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, “INDEMNITEES”) FROM AND AGAINST ALL CLAIMS, DEMANDS, LAWSUITS, DAMAGES, LIABILITIES, LOSSES, COSTS, OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE FEES AND DISBURSEMENTS OF COUNSEL AND COURT COSTS), JUDGMENTS, SETTLEMENTS, AND PENALTIES OF EVERY KIND ARISING FROM OR RELATING TO ANY VIOLATION OF THIS AGREEMENT BY YOU AND ANY ACTIVITY RELATED TO YOUR USE OF THE PLATFORM.

THIS INDEMNIFICATION OBLIGATION SHALL APPLY REGARDLESS OF THE NEGLIGENCE, STRICT LIABILITY OR OTHER FORM OF MISCONDUCT OR FAULT OF THE INDEMNITEES.

15. Intellectual Property Infringement

We may remove material that appears in our sole discretion to infringe upon the intellectual property rights of others. If you believe a work protected by a U.S. copyright you own has been published through the Platform without authorization, you may notify our copyright agent, and provide the following information:

- (a) A description of the copyrighted work that allegedly has been infringed;
- (b) A description of the material that is claimed to be infringing and the URL of where such material is located on the Platform, sufficient to permit SLTX to locate the material;
- (c) Your contact information, including an address, telephone number, and e-mail address;
- (d) A statement by you that you have a good faith belief that the disputed use of the copyright-protected material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- (e) A statement, under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner’s behalf; and

- (f) Your physical or electronic signature.

To notify SLTX of a claimed copyright infringement, please contact: TechSupport@sltx.org

16. User Feedback

By communicating with SLTX, including submitting or sending feedback, suggestions, requests, or other content (collectively, “Feedback”) to us, you grant SLTX the royalty-free, unrestricted, world-wide, perpetual, irrevocable, non-exclusive, and fully sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Feedback (in whole or part), including any information, suggestions, ideas, drawings or concepts contained in such Feedback, and/or to incorporate it in other works in any form, media, or technology now known or later developed. Such license includes incorporating the Feedback, in whole or in part, into the Platform or other SLTX products or services. By submitting any such Feedback to SLTX, you waive any “moral rights” in such Feedback.

17. Consent to Receive Notices Electronically

You consent to receive any agreements, notices, disclosures and other communications (collectively, “Notices”) to which these terms refer from us electronically, including without limitation by e-mail or other electronic communication technology that may hereafter be developed. You agree that all Notices that we provide to you electronically satisfy any legal requirements that such communications be in writing. To withdraw your consent to receive Notices electronically, you must notify us of your withdrawal of such consent by emailing TechSupport@sltx.org and discontinue your use of the Platform. In such event, all rights granted to you pursuant to this Agreement, including, without limitation, the licenses to use the Platform set forth above, shall automatically terminate. Also, please note that your consent to receive notices is separate from any election that you make with respect to receipt of marketing communications, which is discussed under the Privacy Policy.

18. General

18.1 Modifications

The parties agree that SLTX may modify the Agreement at any time and in our sole discretion. We will use commercially reasonable efforts to publish to you any revised portion of the Agreement, for example, by publishing the latest version of these terms and conditions at this URL. Should you deem any such modification to the Agreement to be unacceptable, you shall stop accessing and using the Platform. All changes to the Agreement shall be effective immediately.

18.2 Export Control

The Platform and all related technical information, documents and materials are subject to U.S. export controls and trade and economic sanctions laws and regulations (“Export Control Laws”). You agree to comply with all applicable Export Control Laws, including without limitation the

Export Administration Regulations maintained by the U.S. Department of Commerce and the trade and economic sanctions maintained by the U.S. Department of Treasury's Office of Foreign Assets Control.

18.3 Compliance with Laws

You agree that you will use the Platform in compliance with all applicable laws, regulations, and tariffs. SLTX reserves the right to take all actions that it believes are necessary, in its sole discretion, to comply with applicable laws, regulations, and tariffs.

18.4 Applicable Law and Venue

Any action related to the Agreement will be governed by the law of the State of Texas, without regard to the choice or conflicts of law provisions of any jurisdiction. The United Nations on Contracts for the International Sale of Goods and any laws based on the Uniform Computer Information Transactions Act shall not apply to this Agreement. You and SLTX agree and consent that jurisdiction, proper venue, and the most convenient forums for all claims, actions, and proceedings of any kind relating to the Platform or this Agreement will be exclusively in the federal or local courts located in Austin, Texas.

18.5 Dispute Resolution and Waiver

SLTX intends to resolve any and all disputes that may arise between it and its Users in a cost-effective and non-disruptive manner. If you are unable to resolve any dispute in the ordinary course of business, you shall send a written notice to SLTX in which you outline the issues in dispute, enclose any relevant documents, and state the requested relief. SLTX shall respond within a reasonable period of time with information from its perspective. You and a representative of SLTX shall meet or communicate electronically promptly after the delivery of the response, and as often as you and SLTX mutually deem necessary or desirable thereafter, in an attempt to resolve the matter. If within sixty (60) days after the first communication you and SLTX fail to resolve the matter, either party may pursue a different means of dispute resolution in accordance with this Agreement.

YOU AGREE THAT YOU WILL NOT BRING OR BE A PARTY TO ANY CLASS-ACTION LAWSUIT AGAINST SLTX.

18.6 Force Majeure

In the event SLTX's performance of this Agreement, or any obligation hereunder, is prevented, restricted, or interfered with by reason of acts of God or of the public enemy, acts of the Government in its sovereign capacity, fires, floods, epidemic, strikes, picketing or boycotts, or any other circumstances caused by natural occurrences or third party actions beyond the reasonable control and without the fault or negligence of SLTX, SLTX shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction or interference.

18.7 Miscellaneous

If any part of the Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

No failure or delay in enforcing any provision, exercising any option, or requiring performance, shall be construed to be a waiver of that or any other right in connection with the Agreement.

If SLTX does take any legal action against you as a result of your violation of the Agreement, SLTX will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to SLTX. You agree that SLTX will not be liable to you or to any third party for termination of your access to or use of any part of the Platform as a result of any breach of the Agreement or for any reason at all.

You may not assign, by operation of law or otherwise, any rights or delegate any duties under the Agreement to any third party without prior written consent by SLTX. Any purported assignment lacking such consent will be void at its inception. SLTX may assign all or part of its rights and/or delegate all or part of its duties under the Agreement to any party, at any time, and in its sole discretion, upon notice of assignment by publishing such notice through the Platform.