

TERMS OF USE

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Welcome to Dequency! We are building the world's first decentralized peer-to-peer music synchronization marketplace where audiovisual content creators ("**Licensee(s)**") license music directly from music copyright owners ("**Licensor(s)**"). These Terms of Use govern your use of this website located at <https://dequency.io/>, software, apps, and/or plug-ins (individually and collectively, the "**Site**"). made available by Dequency or its affiliates ("**Dequency**", the "**Company**," "**we**," "**us**," or "**our**").

I. Acceptance and Update of Terms

1. Users ("**you**" or "**your**") of the Site agree to and are bound by the terms and conditions set forth below and in any modified or additional terms that Dequency Inc. may publish from time to time (collectively, the "**Terms of Use**" or the "**Terms**"). The Site is offered and available to users who are 18 years of age or older. **If you do not agree to all of the terms and conditions contained in the Terms of Use or do not meet the age requirements, do not access or use this Site.**
2. Dequency may change these Terms of Use from time to time. We reserve the right to review and amend any of these Terms at our sole discretion and update this page. Any change to these Terms will take effect immediately from the date of publication. Your continued access or use of the Site constitutes your acceptance of such changes. Even though you may not regularly visit the Site, your continued listing on or licensing from the Site constitute a continued use of the Site which will be subject to the current version of the Terms of Use, rules and guidelines posted on the Site at the time of such use. Please regularly check the "Terms of Use" link on the home page of Dequency.io to view the then-current terms. If you breach any of the Terms of Use, your license to access or use this Site shall automatically terminate.

II. Services

1. Dequency is a music synchronization ("**sync**") licensing platform to license music for use in audiovisual media, such as marketing videos, animations, podcasts, film, video games, and advertisements. Audio-visual content producers can purchase licenses of Music (as defined below) hosted on the Site from music rights owners directly.
2. Our goal is to make audiovisual collaboration easy, less expensive and to pay rightsowners quickly, powered by blockchain, cryptocurrency and smart contracts. For Licensors who own copyright in Music (as defined below), you can make your Music available for sync licensing by uploading it via the Site. For Licensees, you can purchase and mint licenses directly from Licensors on our Site and download the corresponding audio files for use in your audiovisual projects. Music can be licensed for the usage types and applicable terms as set forth in the work and license purchased by Licensee.

3. “**Music**” means any musical compositions, master recordings, and any other recordings containing sounds or a series of sounds, in all formats, now known or hereinafter developed.

III. Account and Registration

1. Anyone can browse our website without registering for an account. But you need an account to access certain features of the Site, such as uploading soundtracks, hosting a catalog, purchasing a sync license, and participating in Proof of Taste.
2. If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.
3. We reserve the right at our discretion to disable and/or delete your account and remove your content, if you fail to comply with our Terms or may cause damage to our Site, infringe or violate the rights of any third party, or violate any laws or regulations.

IV. Payment and Fees

1. Licensors may opt into one of the pricing tiers which offer fixed rates for each type of use available for licensing on the Site. Additionally, Licensors may opt into a custom pricing tier whereby Licensors set the rate for each use or opt out of listing a standard rate for a particular use.
2. While each sync license on the Site is priced in US dollars by the Licensor, we support US dollars and various cryptocurrencies for transactions on the Site. It is recommended that you connect to an electronic wallet when you initially set up an account on the Site.
3. We will charge and collect a transaction fee equal to five percent (5%) of sync license fees paid by the Licensees. License fees may be higher than the price set by the Licensor and may vary slightly based on the payment method Licensee chooses. For example, a license fee paid by credit card may be higher than that paid by a non-custodial wallet, so that we could cover credit card transaction fees.
4. We have integrated third-party credit card processing tools to make it easier for Licensees to pay for licenses. If the Licensee purchases a sync license, we will deduct ten percent (10%) of the license fee plus fifty five cents (\$0.55) per transaction to cover the cost of the credit card processing.

5. We reserve the right to change, modify or increase the transaction fees from time to time and we will use reasonable efforts to provide notice of such changes on our Site. You are deemed to have accepted the increased fees regardless of whether you have effectively read or understood said notification. Subject to applicable laws, we will not issue a refund or a credit for transaction fees collected.

V. Sync License

The Synchronization License Agreement (the “**Agreement**”) entered into between a Licensor and a Licensee, for the use of Music in an audiovisual production shall dictate the terms and conditions of such use. Notwithstanding the foregoing, the Music shall not be distributed or exploited separately or independently of the Licensee’s audiovisual project for which the Agreement was executed. Nor shall the Music be used to manufacture, sell, license, or exploit sound records or otherwise be used apart from the Licensee’s audiovisual project for which the Agreement was executed.

All details of the sync licenses processed on our Site, including the song title and license fees paid, may be publicly available on the designated blockchain protocol.

VI. Licensor Representations and Warranties

If you are a Licensor, you agree to the following:

1. For any image, footage, text, audio recordings, Music, or any other content that a Licensor uploads or posts to the Site (“**Licensor Content**”), Licensor represents and warrants that: (i) Licensor has all necessary rights to submit Licensor Content to the Site and grant the licenses set forth herein; (ii) Dequency will not need to obtain licenses from any third party or pay royalties to any third party with respect to Licensor Content; (iii) Licensor Content does not infringe any third party’s rights, including intellectual property rights and privacy rights; and (iv) Licensor Content complies with these Terms of Use and all applicable laws.
2. By uploading Licensor Content, Licensor grants Dequency a limited, worldwide, non-exclusive, royalty-free license and right to copy, transmit, distribute, publicly perform and display (through all media now known or hereafter created), and make derivative works from Licensor Content for the purpose of allowing Licensor to edit and display Licensor Content using the Site and archiving or preserving Licensor Content for disputes, legal proceedings, or investigations. The above licenses will continue unless and until Licensor removes Licensor Content from the Site, in which case the licenses will terminate within a commercially reasonable period of time. Notwithstanding the foregoing, the license for legal archival/preservation purposes will continue indefinitely and any Licensor Content licensed to a Licensee shall continue to be governed under the applicable Agreement between Licensor and Licensee.

3. Licensor agrees to license the Licensor Content to Licensees under the terms and conditions set in your user account and found in Dequency's standard synchronization agreements, as amended from time to time without notice to Licensor, or otherwise under the terms and conditions in any other synchronization agreement as may be executed between the parties.
4. Licensor agrees that Dequency may discount the Licensor Content for promotional purposes at Dequency's discretion, but only to the extent that such discount shall be on a Most Favored Nations basis with all other Music or other content used in any given promotion. "Most Favored Nations" shall be determined in Dequency's sole discretion as either the same percentage discount according to the license fee price set in Licensor's user account or the same absolute fee across all Music or other content used in any given promotion.
5. Licensor may not upload, post, or transmit any video, image, text, audio recording, Music, or other content that:
 - Infringes any third party's copyrights or other intellectual property rights or any right of publicity or privacy;
 - Contains any pornographic, defamatory, or otherwise unlawful or immoral content.
 - Exploits minors;
 - Depicts unlawful or violent acts;
 - Depicts animal cruelty or violence towards animals;
 - Promotes fraudulent schemes or gives rise to a claim of deceptive advertising or unfair competition; or
 - Violates any law, statute, or regulation.
6. Licensor understands and acknowledges that Dequency may seek and secure sync licensing of Licensor Content outside of the Site and that Licensor reserves the right to approve or reject such external placement. For each approved external placement, Dequency is entitled to an additional creative fee equal to thirty percent (30%) of the licensing fee.
7. Licensor understands and acknowledges that all Licensor Content will be permanently saved at a designated InterPlanetary File System ("IPFS") or similar protocol and peer-to-peer network which stores and shares data in a distributed file system. For the avoidance of doubt, although Licensor will have the ability to remove Licensor Content from our Site, Licensor Content will remain stored on IPFS indefinitely.

VII. Licensee Representations and Warranties

If you are a Licensee, you agree to the following:

1. You may not use any Licensor Content for any purpose without first obtaining a license to use such Licensor Content. Any use of Licensor Content by you shall be governed by the applicable license agreement separately entered into between you and Licensor upon purchase of your license. Displaying and/or distributing to the public any watermarked or unlicensed Licensor Content (whether incorporated into a derivative work or alone) constitutes copyright infringement.
2. No Licensor Content is owned, administered, represented or otherwise managed by Dequency. Items are uploaded at the direction of the Licensor. Dequency cannot take responsibility for the quality, safety or legality of the Licensor Content and assumes no liability whatsoever for any claim that arises from the use of the Licensor Content.
3. Though the Dequency Site and licenses live on the Algorand blockchain, a Licensee is free to create a visual project on another blockchain.

VIII. Public Performance

1. In the event the Music is publicly performed, Licensor will be compensated for public performance royalties only to the extent that Licensor is registered with a Performing Rights Organization (“PRO”) and the broadcaster or venue where the Music was publicly performed has a blanket license with a PRO. In instances where a broadcaster or venue does not have a license with a PRO, the Licensor grants to Licensee a direct public performance license until such time as the broadcaster or venue obtains a public performance license and acknowledges that Licensor waives its right to any public performance royalties only until such time that the broadcaster or venue obtains such license.
2. Licensor represents and warrants that it has notified its member PRO of the direct public performance license granted hereunder.

IX. Infringement Claims/DMCA Notices

1. Dequency respects the intellectual property of others, and we ask our users to do the same. If you believe that your intellectual property rights have been violated in any way, please notify us immediately. Pursuant to the Digital Millennium Copyright Act (“DMCA”), you may email us the DMCA Takedown Request with the following information:
 - an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
 - a description of the copyrighted work or other intellectual property that you claim has been infringed;
 - a description of where the material that you claim is infringing is located on the Site, with enough detail that we may find it on the Site;
 - your address, telephone number, and email address;
 - a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;

- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

X. Intellectual Property; Limited License to Users

1. Subject to your compliance with these Terms of Use, any applicable license agreement with Dequency, and the law, you may access and use the Site. Dequency remains the sole owner of all right, title, and interest in the Site and reserves all rights not expressly granted under these Terms of Use. Dequency may modify, replace, or discontinue the Site or any part thereof at any time, for any reason, with or without notice, in Dequency's sole discretion. Dequency provides the Site on an "as is" and "as available" basis.
2. Excluding Licensor Content as defined herein, all content on this Site, including but not limited to images, footage, music, and related metadata (collectively the "**Dequency Content**"), as well as the selection and arrangement of the Dequency Content, are protected by copyright, trademark, patent, trade secret and other intellectual property laws and treaties. Any unauthorized use of any Dequency Content violates such laws and this Terms of Use. Except as expressly provided herein or in a separate license agreement between you and Dequency, Dequency does not grant any express or implied permission to use the Site or any Dequency Content. You agree not to copy, republish, frame, download, transmit, modify, adapt, create derivative works based on, rent, lease, loan, sell, assign, distribute, display, perform, unlawfully license, sublicense or reverse engineer the Site or any Dequency Content. In addition, you agree not to use any data mining, robots or similar data and/or image gathering and extraction methods in connection with the Site or Dequency Content.
3. Unless you enter into a license agreement with Dequency you may not download, distribute, display and/or copy any Dequency Content.
4. You may not remove any watermarks or copyright notices contained in the Dequency Content.

XI. Dequency Trademarks

1. For the purposes of these Terms of Use, the term, "Trademark(s)" means all common law or registered trademarks, logos, service marks, trade names, Internet domain names, or other indications of origin now or in the future used by Dequency.
2. Nothing contained herein grants or shall be construed to grant you any rights to use any Dequency Trademark, unless expressly conferred by these Terms of Use.
3. You agree that you will not use Dequency's Trademarks in any manner that might tarnish, disparage, or reflect adversely on such Trademarks or Dequency.

4. You agree that you will not contest or otherwise challenge (e.g., in any legal action or otherwise), or assist or encourage any other person or entity to contest or challenge, the validity of any of Dequency Trademarks or the Trademark rights claimed by Dequency.
5. You agree that you will not use any Dequency Trademark or any variant thereof including misspellings) as a domain name or as part of a domain name regardless of the top-level domain, or as a metatag, keyword, or any other type of programming code or data.
6. You may not at any time, adopt or use, without Dequency's prior written consent any word or mark which is similar to or likely to be confused with Dequency's Trademarks.
7. The look and feel of the Dequency website, including all page headers, custom graphics, button icons, and scripts, is the trade dress and/or trademark or service mark of Dequency and may not be copied, imitated or used, in whole or in part, without the prior written consent of Dequency.
8. All other trademarks, product names, and company names or logos used or appearing on the Dequency website are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by Dequency, unless expressly so stated.
9. You may not use a Dequency trademark, logo, image or other proprietary graphic of Dequency to link to the Dequency website without the prior written consent of Dequency.
10. You may not frame or hotlink to the Dequency website or any Image without the prior written consent of Dequency.

XII. Prohibited Uses

1. You may use the Site only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Site:
 - In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
 - For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
 - To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the standards set out in these Terms of Use.
 - To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.

- To impersonate or attempt to impersonate Dequency, a Dequency employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm Dequency or users of the Site, or expose them to liability.

Additionally, you agree not to:

- Use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site.
- Use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
- Use any manual process to monitor or copy any of the material on the Site, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Site.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the site.

XIII. Restriction and Termination of Use

1. Dequency may block, restrict, disable, suspend or terminate your access to all or part of the Site and/or Dequency Content at any time in Dequency's discretion, without prior notice or liability to you. Any conduct by you that, in Dequency's sole discretion, restricts or inhibits any other person or entity from using or enjoying the Site is strictly prohibited and may result in the termination of your access to the Site without further notice.

XIV. Links to Third Party Sites

1. In the event that the Site is available through any third-party platform, or if Dequency provides links from the Site to any third-party platform or permits any third party to link

from its platform to the Site, you understand and agree that Dequency makes no warranty of any kind, express or implied, and accepts no responsibility for any content or practices of such third parties or their platforms. Such platforms are not under the control of Dequency, and Dequency provides and/or permits these links only as a convenience to you. The inclusion of any link does not imply affiliation, endorsement, or adoption by Dequency.

XV. Information You Provide

1. Dequency (or third parties acting on its behalf) may collect information related to your use of the Site. Third-party platforms through which you access the Site may collect information related to your use of such third-party platform and make such information available to Dequency subject to your agreement with the applicable third-party platform. Dequency's collection and use of all such information shall at all times conform to this Terms of Use, the Dequency Privacy Policy, and applicable law.
2. Dequency will use and protect your personal information, such as your name and address, in accordance with the [Dequency Privacy Policy](#), the contents of which are incorporated by reference into these Terms of Use.

XVI. Warranties and Disclaimers

1. **Your use of the Site is at your own risk. The Site is provided by Dequency under these terms of use "as is" without warranty of any kind, either express, implied, statutory or otherwise. Dequency expressly disclaims any and all warranties of any kind, whether express or implied, to each and any service available from the Site, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any other warranty that might arise under any law. Without limiting the foregoing, Dequency makes no warranty that: (i) the Site will meet your requirements; (ii) access to the Site will be uninterrupted; (iii) the quality of the Site will meet your expectations; and (iv) any errors or defects in the site, services or materials will be corrected. Dequency makes no representations or warranties that the Site will be permitted in your jurisdiction, that any of Licensor Content submitted by you will be available through the Site or will be stored by the Site, that the Site will meet your needs, or that Dequency will continue to support any particular feature of the Site. To the extent any disclaimer or limitation of liability does not apply, all applicable express, implied, and statutory warranties will be limited in duration to a period of thirty (30) days after the date on which you first used the Site, and no warranties shall apply after such period.**
2. **You understand that we cannot and do not guarantee or warrant that files downloaded from the internet or the site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data to the fullest extent provided by law, we will not be**

liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the Site or any services or items obtained through the Site or to your downloading of any material posted on it, or on any website linked to it.

3. To access the Site or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all of the information you provide on the Site is correct, current, and complete. If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or personal information. We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.
4. Dequency is a platform. The services are an administrative platform only. Dequency facilitates transactions between the Licensor and Licensee and is not a party to any agreement between the Licensor and licensee or between any users.

XVII. Limitation on Liability

1. TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL DEQUENCY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE SITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.
2. YOU AGREE THAT OUR TOTAL, AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, ANY PORTION OF THE SITE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, IS LIMITED TO THE

GREATER OF (A) \$100 OR (B) THE AMOUNT OF TRANSACTION FEES RECEIVED BY DEQUENCY FOR ITS SERVICE DIRECTLY RELATING TO THE ITEMS THAT ARE THE SUBJECT OF THE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

XVIII. Risks of Blockchain Technology

1. Dequency uses blockchain technologies, including tokens, cryptocurrencies, stablecoins, “smart contracts,” consensus algorithms, and distributed, decentralized or peer-to-peer networks or systems. You acknowledge and agree that such technologies are novel, experimental, and speculative, and that therefore there is significant uncertainty regarding the operation and effects and risks thereof and application of existing law thereto.
2. The technology utilized in operating the Site depends on public peer-to-peer networks that are not under the control or influence of Dequency and are subject to many risks and uncertainties. Such technologies include Algorand, which Dequency may have limited or no ability to change, other than ceasing to support certain “smart contracts” and adding support for new “smart contracts”. Users are solely responsible for the safekeeping of the private key associated with the blockchain address used to participate.
3. Dequency depends on smart contracts, some of which may be coded or deployed by persons other than Dequency. Once deployed, the code of the smart contracts cannot be modified. In the event that the smart contracts are adversely affected by malfunctions, bugs, defects, malfunctions, hacking, theft, attacks, negligent coding or design choices, you may be exposed to a risk of loss of the Licensor Content. Dequency assumes no liability or responsibility for any of the foregoing matters, excepts as otherwise expressly provided by these Terms of Use or required by applicable law.
4. Blockchain technologies are subject to many legal and regulatory uncertainties, and Dequency could be adversely impacted by one or more regulatory or legal inquiries, actions, suits, investigations, claims, fines or judgments, which could impede or limit the ability of you to continue to use and enjoy the Site.

XIX. Indemnification

1. You agree to defend, indemnify and hold harmless Dequency, its subsidiaries, affiliates, licensors, employees, agents, third party information providers, Submitters and independent contractors against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to your conduct, your use or inability to use Site, your breach or alleged breach of the Website Terms of Use or of any representation or warranty contained herein, your unauthorized use of the Dequency Content, or your violation of any rights of another.

XX. Miscellaneous

1. Any controversy or claim arising out of or relating to the Terms of Use or the breach thereof, shall be settled by binding arbitration administered under the Commercial Arbitration Rules of the American Arbitration Association or of the International Centre for Dispute Resolution in effect on the date of the commencement of arbitration, rather than in court, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. The place of arbitration shall be the state and California and county of Los Angeles. The language of the arbitration shall be English. There shall be one arbitrator. Each party shall bear its own costs in the arbitration. Dequency shall also have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against you in the event that, in the opinion of Dequency, such action is necessary or desirable.
2. These Terms of Use are governed by and shall be construed in accordance with the laws of the State of Delaware, without respect to its conflict of laws principles.
3. In the event of any conflict between these Terms of Use and any license agreement you enter with Dequency, the terms of such license agreement shall control.
4. These Terms of Use shall be construed neither against nor in favor of any party, but rather in accordance with the fair meaning of the language hereof. The invalidity or unenforceability of any part of these Terms of Use shall not affect the validity or enforceability of the balance hereof.