

# BELKIN MAGNETIC FACE TRACKING MOUNT

## TERMS OF USE

These terms of use (**Terms**) apply between: (i) **you**, the end user of the Belkin Magnetic Face Tracking Mount (**Mount**) and its accompanying app (the **App**) and other software (together, the **Product**); and (ii) **us** (or **we**), Belkin International, Inc. (together with our affiliates), regarding your use of the Product.

In addition to these Terms, your use of the Product is governed by the: (i) warranty provided to you with your Belkin Mount purchase (**Warranty**), (ii) Belkin Privacy Policy (**Privacy Policy**); and (iii) Belkin End User License Agreement (**EULA**). These each contain important information about your rights and obligations, as well as limitations and exclusions that may apply to you.

You can find the Privacy Policy [here](#), and the EULA [here](#). Please read them carefully.

**By checking the "I Accept" box and/or registering for or using the App, you agree to be bound by these Terms, the Privacy Notice and the EULA.** If you do not agree to any of these terms, or you do not have the authority to accept them (for any reason, including your age), do not check the "I Accept" box and do not activate or use the App.

### 1. Product Requirements

The Belkin Mount will only function in conjunction with the App, which you will need to download from the App Store on your device.

Once your mobile device is mounted onto the Belkin Mount and using the device's camera and screen recording functionality, when used appropriately and according to the instructions provided with the Product, it will cause your phone to lock on to a single face and the Belkin Mount will turn in order to keep that face in the center of the screen. See below for further details, specifications and requirements.

To use the App you will need a Belkin Mount and an iPhone 12 series equipped with iOS 12.4 or above (each sold separately).

As of the most recent date of publication of these terms, the App supports live broadcasting using the Belkin Mount through the following compatible **Broadcasting Apps**: Facebook Live Video, Instagram Live Video, TikTok, YouTube, Twitter, Snapchat, Whatsapp, Skype and WeChat. Compatible applications may be varied from time to time. You will need an internet connection in order to broadcast (charges from your service provider may apply).

Further requirements and functionality are included in the documentation accompanying the Belkin Mount.

### 2. App and other Software Support

During the period of your Warranty we will make the App available and at our discretion provide free of charge technical support.

The App may not be available for use during maintenance, update and upgrade periods, during which time the Belkin Mount may not be functional. See Section 3 for details.

After the Warranty period has expired, to the extent permitted by the local consumer laws in your country, we have the right (in our sole discretion) to modify, suspend or discontinue support for the App at any time without liability to you. In such cases wherever possible we will use reasonable efforts to give you prior notice of any modification, suspension or discontinuation of the App. Discontinuation of support for the App will mean that over time it will become incompatible with third party apps including iOS and some or all Broadcasting Apps, and ultimately may prevent further use of your Belkin Mount.

### **3. App Updates and Upgrades**

The App and the other software in the Product may be updated or upgraded from time to time to provide additional features and address technical issues, and generally to make your user experience better. Updates and upgrades are applied from within your App Store environment. For App updates, you can change auto-update options by changing your settings for the App Store on your device.

We will use reasonable efforts to update the App as required to maintain compatibility with the Broadcasting Apps. It is possible that compatibility will not be maintained with one or more Broadcasting App, and/or that the App will be updated so as to be compatible with a Broadcasting App not listed in Section 1.

### **4. Your Responsibilities**

You are responsible for your use of the Product and for ensuring that you comply with the laws of the country or state in which you are using it. This includes ensuring that any person whose image is broadcast via a Broadcasting App as a result of your use of the Product has given you their consent as may be required under such laws. It is also your responsibility to comply with the terms of use of the Broadcasting App.

You may not attempt (and you will not assist or permit any third party) to: (i) gain unauthorized access to the App or any part or feature thereof or of any other Belkin software, systems or networks whether they are connected to the App or otherwise and whether through hacking, password mining or other means; (ii) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of the App or of the other software in the Product; or (iii) sublicense, resell, or distribute any or all of part of the App or of the other software in the Product (although this does not prevent you from selling the Product if you have the right to do so otherwise). You may not obtain or attempt to obtain any materials or information through any means not intentionally made available by us through the App. You agree not to use any device, software or routine to interfere or attempt to interfere with, attack or disrupt the proper working of the Product or with any other person's use of the Product.

You acknowledge that the Product may be subject to U.S. and local export control laws and regulations. You represent that you are not a resident of an embargoed country or a prohibited end user under applicable U.S. or local export and anti-terrorism laws, regulations and lists. You agree not to export, re-export, divert, transfer or disclose any portion of the Product or any related technical information or materials, directly or indirectly, in violation of any applicable export law or regulation.

## **5. Suspension or Termination of Your Right to Use the App**

You agree that we may suspend or terminate your right to use the App if (i) you have violated these Terms, the EULA or any other agreement or policy which may be associated with your use of the Product, (ii) your actions cause us to be in violation of any agreement or policy needed to provide the App, or (iii) we are required to do so by any court or government authority in any country. You agree that we will not be liable to you or to any third party for any suspension or termination of your right to use the App due to your breach of this Agreement.

If you wish to terminate your use of the App voluntarily, please delete it from your device.

## **6. Communications and Privacy Matters**

Any information or data relating to you or to another identifiable person (**Personal Data**) which we may obtain from you will be handled by us according to the terms of Belkin's Privacy Policy. Personal Data may, for example, include your name, phone number and/or email address in the event that you report a problem to us with the App, or your email if you choose to sign up for one of our marketing lists.

The Product is not directed to children and Belkin does not knowingly collect information from anyone under the age of 16. If you believe we might have inadvertently collected personal data from or about a child under the age of 16, please contact us [here](#) and we will delete it.

## **7. Third Party Apps and Sites**

When you use the Product as intended you will also use a mobile device and a Broadcasting App. Your use of other devices, services and apps will be subject to separate terms, including as to use of your Personal Data, between you and the company or person providing the device, service or app. By downloading the App from the App Store you will be subject to the terms of use of the App Store as well as these Terms.

These devices, services and apps are not under Belkin's control and as set out in section 10, Belkin is not responsible or liable for and does not endorse their content or practices. You will need to make your own independent judgment regarding your interaction with them.

## **8. Intellectual Property**

You agree that, as between us and you, we retain title to and ownership of all the software and intellectual property rights in the Product. For further details of the license by us to you of the App and other software in the Product please refer to the EULA.

Belkin (or our suppliers) retain ownership of all trade names, trademarks, service marks, logos, and domain names (in each case, a **Mark**) associated or displayed with the Product. You may not frame or utilize framing techniques to enclose any Belkin Mark, or other proprietary information (including images, text, page layout, or form) of Belkin without Belkin's prior written consent. You may not use any meta tags or any other "hidden text" utilizing Belkin's Marks without Belkin's express written consent. If you want to publicly display any Belkin Mark in connection with your use of the Product, you must obtain written permission from Belkin.

We welcome feedback and suggestions regarding the Product and we may look for ways to implement feedback when practicable. You authorize us to use any feedback or ideas that you provide in connection with your use of the Product for any purpose and without further obligation to you of any kind.

## **9. Open source software**

Software in the Product including the App may include certain free/open source software. To view the licenses in text form and to receive information about obtaining access to the source code for certain free/open source software, go [here](#). To the limited extent that a third party license expressly supersedes this Agreement, that third party license governs your use of that third party component.

## **10. Disclaimers and Limitation of Liability**

THE APP IS DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. WE DO NOT GUARANTEE THAT: (I) THE APP WILL BE ERROR-FREE OR UNINTERRUPTED; (II) ANY DEFECTS WILL BE CORRECTED; (III) YOUR USE OF THE APP WILL PROVIDE SPECIFIC RESULTS; (IV) THE APP, SYSTEM(S) OR NETWORK(S) ON WHICH (OR THROUGH WHICH) THE APP IS USED WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK; OR (V) ANY CONTINUED AVAILABILITY OF A THIRD PARTY'S SERVICE (INCLUDING A BROADCASTING APP) WHICH THE USE OR OPERATION OF THE APP MAY REQUIRE.

IN SOME JURISDICTIONS AND CIRCUMSTANCES, IT IS POSSIBLE TO EXCLUDE AND/OR TO LIMIT OUR LIABILITY TO CONSUMERS. ONLY IN THOSE JURISDICTIONS WHERE WE CAN LAWFULLY DO SO, AND TO THE FULL EXTENT THAT WE ARE ALLOWED BY LOCAL CONSUMER LAWS IN YOUR COUNTRY, IN RELATION TO THE APP (i) WE EXCLUDE ALL IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, OTHER THAN THOSE EXPRESSLY PROVIDED TO YOU BY US IN WRITING OR AGREED TO BY US IN WRITING AND (ii) WE LIMIT ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, ACCEPTABILITY, ACCEPTABLE QUALITY, SATISFACTORY QUALITY, QUIET ENJOYMENT OR FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THE WARRANTY PERIOD OF THE PRODUCT.

WE ARE NOT RESPONSIBLE FOR FOR ANY THIRD-PARTY DEVICE, SERVICE OR APP USED BY YOU IN CONJUNCTION WITH THE PRODUCT. WITHOUT LIMITATION, BELKIN SHALL NOT BE LIABLE FOR ANY INCOMPATIBILITY OR FAILURE OF THE APP TO OPERATE AS ENVISAGED AT ANY TIME WITH ANY DEVICE OR BROADCASTING APP, THE USE TO WHICH IMAGES MAY BE PUT WITHIN THE CONTEXT OF THAT DEVICE AND/OR BROADCASTING APP, OR OTHERWISE AS A CONSEQUENCE OF CONNECTION BEING MADE BETWEEN THE APP AND ANY DEVICE OR BROADCASTING APP. YOU AGREE THAT BELKIN SHALL HAVE NO LIABILITY OR OBLIGATION IN ANY EVENT RELATING TO THOSE DEVICES, SERVICES OR APPS.

TO THE EXTENT PERMITTED BY THE LOCAL CONSUMER LAWS IN YOUR COUNTRY, YOU AGREE THAT WE AND OUR SUPPLIERS, RESELLERS, RETAILERS AND AFFILIATES ("BELKIN PARTIES") WILL NOT BE RESPONSIBLE FOR ANY HARM TO ANY DEVICE, ANY LOSS OF DATA, OR ANY OTHER HARM THAT RESULTS FROM YOUR USE OR MISUSE OF THE PRODUCT,.

SOME COUNTRIES, STATES AND/OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CONDITIONS, WARRANTIES OR GUARANTEES AND/OR DO NOT ALLOW PRODUCTS OR SERVICES TO BE SOLD WITH NO WARRANTIES OR GUARANTEES. ACCORDINGLY, IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THIS SECTION MAY NOT APPLY TO YOU. ONLY THOSE EXCLUSIONS AND LIMITATIONS THAT ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND, IN SUCH INSTANCES, OUR LIABILITY WILL BE LIMITED ONLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

THIS AGREEMENT IS NOT INTENDED TO AND DOES NOT LIMIT OR EXCLUDE ANY RIGHT YOU HAVE AGAINST THE PERSON WHO SOLD THE PRODUCT TO YOU IF THAT PERSON HAS BREACHED THEIR SALES CONTRACT WITH YOU.

Except where prohibited by law, in no event will Belkin be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if Belkin has been advised of the possibility of such damages.

If, notwithstanding the other provisions of these Terms of Use, Belkin is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of Product, Belkin's liability shall in no event exceed the purchase price for the Product. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

If you live in the European Union, references to "special, indirect, consequential, punitive or incidental damages shall mean any losses which (i) were not reasonably foreseeable by both parties; (ii) were known to you but not to us; and/or (iii) were reasonably foreseeable by both parties but could have been prevented by you such as, for example (but without limitation), losses caused by viruses, Trojans, or other malicious programs.

Nothing in this Section shall limit our liability in relation to death or bodily injuries.

INFORMATION ABOUT THE WARRANTIES, LIMITATIONS AND DISCLAIMERS THAT APPLY TO THE BELKIN MOUNT IS CONTAINED IN THE WARRANTY INSERT WHICH ACCOMPANIES THE PRODUCT.

## **11. Arbitration, Waiver of Classwide Arbitration, Governing Law and Venue**

***If you are located in the United States, the following clause applies to you:***

MANDATORY ARBITRATION. You have the right to opt-out of this mandatory arbitration provision. If You opt-out, you will retain your right to file a lawsuit. To opt-out, you must follow the directions set forth below under the heading "How to Opt Out of Mandatory Arbitration". If you do not opt-out, you will have agreed to the mandatory arbitration set forth below.

PLEASE READ CAREFULLY. THE FOLLOWING PROVISION AFFECTS YOUR RIGHTS.

YOU AND WE EACH ACKNOWLEDGE AND AGREE THAT ANY CLAIM, DISPUTE OR CONTROVERSY BETWEEN YOU AND US ARISING OUT OF OR RELATING TO (1) THIS AGREEMENT, *INCLUDING* THE VALIDITY OF THIS SECTION, AND (2) YOUR USE OF PRODUCT(S) AND/OR THE APP UNDER THIS AGREEMENT (COLLECTIVELY, THE **DISPUTE**) SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY A MUTUALLY AGREEABLE NATIONALLY RECOGNIZED ARBITRATION AUTHORITY PURSUANT TO ITS CODE OF PROCEDURES THEN IN EFFECT FOR CONSUMER-RELATED DISPUTES. YOU UNDERSTAND THAT WITHOUT THIS PROVISION YOU WOULD HAVE HAD A RIGHT TO LITIGATE A DISPUTE THROUGH A COURT BEFORE A JURY OR JUDGE, AND THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THOSE RIGHTS AND AGREE INSTEAD TO RESOLVE ANY DISPUTES THROUGH BINDING ARBITRATION IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION.

THE ARBITRATION SHALL OCCUR BEFORE A SINGLE ARBITRATOR, WHO MUST BE A RETIRED JUDGE OR JUSTICE, IN ONE OF SIX REGIONAL VENUES CONSISTENT WITH THE VENUE PROVISION BELOW. WHETHER OR NOT YOU PREVAIL IN THE DISPUTE SO LONG AS YOUR CLAIM IS NOT FOUND TO BE FRIVOLOUS BY THE ARBITRATOR AS MEASURED BY RULE 11(b) OF THE FEDERAL RULES OF CIVIL PROCEDURE, YOU SHALL BE ENTITLED TO BE REIMBURSED FOR YOUR COSTS OF ARBITRATION, WITHIN THE SOLE DISCRETION OF THE ARBITRATOR. IF THE ARBITRATION AWARD IS EQUAL TO OR GREATER THAN THE AMOUNT YOU DEMANDED IN YOUR ARBITRATION CLAIM, WE WILL PAY FOR YOUR REASONABLE AND ACTUAL ATTORNEYS' FEES YOU HAVE INCURRED TO ARBITRATE THE DISPUTE. IF, HOWEVER, THE ARBITRATOR FINDS THAT EITHER THE SUBSTANCE OF YOUR CLAIM OR THE RELIEF SOUGHT IS FRIVOLOUS OR BROUGHT FOR AN IMPROPER PURPOSE (AS MEASURED BY THE STANDARDS IN FEDERAL RULE OF CIVIL PROCEDURE 11(B)), THEN THE PAYMENT OF ALL ARBITRATION FEES SHALL BE GOVERNED BY THE ARBITRATION AUTHORITY'S RULES. IN SUCH CASES, THE ARBITRATOR MAY DIRECT YOU TO REIMBURSE US FOR AMOUNTS THAT WE PAID ON YOUR BEHALF.

ANY DECISION OR AWARD BY THE ARBITRATOR RENDERED IN AN ARBITRATION PROCEEDING SHALL BE FINAL AND BINDING ON EACH PARTY, AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. IF EITHER PARTY BRINGS A DISPUTE IN A COURT OR OTHER NON-ARBITRATION FORUM, THE ARBITRATOR OR JUDGE MAY AWARD THE OTHER PARTY ITS REASONABLE COSTS AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES) INCURRED IN ENFORCING COMPLIANCE WITH THIS BINDING ARBITRATION PROVISION, INCLUDING STAYING OR DISMISSING SUCH DISPUTE.

NEITHER YOU NOR WE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER CONSUMERS OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. YOU UNDERSTAND THAT WITHOUT THIS PROVISION YOU MAY HAVE HAD A RIGHT TO ARBITRATE A DISPUTE ON A CLASSWIDE OR REPRESENTATIVE BASIS, AND THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THOSE RIGHTS AND AGREE INSTEAD TO ARBITRATE ONLY YOUR OWN DISPUTE(S) IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION.

NOTWITHSTANDING THE ABOVE AGREEMENT TO ARBITRATE DISPUTES, YOU AND WE EACH ACKNOWLEDGE AND AGREE THAT EITHER PARTY MAY, AS AN ALTERNATIVE TO ARBITRATION, BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT TO RESOLVE A DISPUTE, SO LONG AS SUCH SMALL CLAIMS COURT DOES NOT PROVIDE FOR OR ALLOW FOR JOINDER OR CONSOLIDATION OF CLAIMS.

THIS AGREEMENT IS TO BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW RULE THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION (OTHER THAN THE INTERNAL LAWS OF THE STATE OF CALIFORNIA) TO THE RIGHTS AND DUTIES OF THE PARTIES. HOWEVER, WITH RESPECT TO THE SERVICE PROVIDED, IF YOU ARE A CONSUMER AND YOU LIVE IN A COUNTRY WHERE WE MARKET OR PROMOTE THE SERVICE, LOCAL LAW MAY REQUIRE THAT CERTAIN CONSUMER PROTECTION LAWS OF YOUR COUNTRY OF RESIDENCE APPLY TO SOME SECTIONS OF THIS AGREEMENT. EACH OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS AND THE UNITED NATIONS CONVENTION ON THE LIMITATION PERIOD IN THE INTERNATIONAL SALE OF GOODS IS HEREBY EXPRESSLY EXCLUDED AND WILL NOT APPLY TO THIS AGREEMENT.

EXCEPT FOR INDIVIDUAL SMALL CLAIMS ACTIONS WHICH CAN BE BROUGHT IN ANY SMALL CLAIMS COURT WHERE JURISDICTION AND VENUE ARE PROPER, ANY ARBITRATION, LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY DISPUTE SHALL BE COMMENCED IN (1) NEW YORK, NEW YORK, (2) ATLANTA, GEORGIA, (3) CHICAGO, ILLINOIS, (4) DALLAS, TEXAS, (5) SEATTLE, WASHINGTON, OR (6) LOS ANGELES, CALIFORNIA, AND YOU AND BELKIN EACH IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY SUCH PROCEEDING. HOWEVER, FOR A DISPUTE OF \$2,500 OR LESS, YOU MAY CHOOSE WHETHER THE ARBITRATION IN ANY OF THE SIX REGIONAL VENUES PROCEEDS IN PERSON, BY TELEPHONE, OR BASED ONLY ON SUBMISSIONS.

**How to Opt-Out of Mandatory Arbitration.** Notwithstanding the foregoing, you or Belkin may file a lawsuit in court rather than resolving the Dispute by arbitration if (a) the Dispute qualifies for small claims court (there are monetary limitations for small claims court), or (b) YOU OPT OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE THAT YOU ACCEPT THIS AGREEMENT (the "Opt-Out Deadline"). In order to opt out of mandatory arbitration, you must (i) mail written notification to Belkin International, Inc., 555 S. Aviation Blvd., Suite 180, El Segundo, California, 90245, Attn: Chief Legal Officer, or (ii) email written notification to [arbitrationoptout@belkin.com](mailto:arbitrationoptout@belkin.com). In either case, such written notification must include your name, address, and a clear statement that you do not wish to resolve disputes with Belkin through arbitration. Any opt-out request received after the Opt-Out Deadline will not be valid and you must pursue Your Dispute in arbitration or, if the dispute qualifies, in small claims court.

***If You are located outside of the United States, the following clause applies to you:***

This Agreement will be governed by California law, without reference to conflict of laws principles. The state and federal courts of California shall have non-exclusive jurisdiction over any claim arising under, or in connection with, this Agreement. However, if you are a consumer and you live in a country where Belkin markets or promotes the Product, local consumer law may require that certain consumer protection laws of your country of residence apply to some sections of this Agreement. Each of the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods is hereby expressly excluded and will not apply to this Agreement.

## **12. Indemnification**

If Belkin is the subject of a claim, becomes involved in a legal proceeding, or suffers any economic loss or damage as a result of your violation of these Terms, to the extent permitted by law, you will be responsible for compensating Belkin for the full amount of its loss, as well as any reasonable amounts Belkin incurs in lawyers' fees, expenses and court costs, except to the extent that Belkin contributed to the loss or damage.

If you are the subject of a claim, become involved in a legal proceeding, or suffer any economic loss or damage as a result of a third-party claim based on Belkin's technology used to provide the Product or that Belkin's Marks infringe a third party's intellectual property rights, Belkin will defend and indemnify you against any loss, as well as any reasonable amounts Belkin incurs in lawyers' fees, expenses and court costs, except to the extent that you contributed to the loss or damage, and except to the extent that a claim arises from any modifications to the Product other than by ourselves, or your use of non-current or unsupported versions of the App.

If you wish us to indemnify you as set out above, you must promptly inform us in writing of any claim, cooperate with us in considering and defending a claim, and allow us to control the handling of the claim and all decision making relating to it.

In the event of a claim, instead of choosing to defend it we may, at our choice and expense: (i) procure for you the right to continue using the Product; (ii) modify the Product so as to make it non-infringing; or (iii) replace the Product with a non-infringing, substantially equivalent alternative.

### **13. Other Important Legal Terms**

These terms and the other documents referenced in them are the entire agreement regarding your use of the Product and completely replace any prior agreements. Belkin may modify them at any time. The most current version of these Terms is always available in the App. By continuing to use the Product after these Terms have been changed, you agree to the changes.

Belkin may assign or delegate its obligations under this Agreement, either in whole or in part, without your prior consent. You may not assign this Agreement without Belkin's prior written consent. Neither of us will be responsible for failure of performance due to causes beyond each of our control, such as acts of God, labor disputes, shortage of materials, acts of terrorism, or the stability or availability of the Internet or a portion of the Internet. The failure by either of us to exercise or enforce any legal right or remedy hereunder does not mean that we have waived such right or remedy. If for any reason any provision of these Terms is held invalid by a court or arbitrator of competent jurisdiction, the remaining provisions will continue to be valid and enforceable.

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