

Deloitte IBR Calculator

TERMS OF USE

Last revised: October 8, 2020

To access the Deloitte Incremental Borrowing Rate (IBR) Calculator, you must accept these Terms of Use (the "Terms") by clicking to "Accept" the Terms. If you have questions or require assistance, please contact your Deloitte engagement team or the link below.

1. WHO THESE TERMS OF USE APPLY TO; WHAT THEY GOVERN

Deloitte Incremental Borrowing Rate Calculator (the "**Tool**") is for use by certain personnel of (i) Deloitte Touche Tohmatsu Limited ("**DTTL**"), (ii) each member firm of DTTL and the affiliates of such member firms (each a "**Deloitte Firm**"), and (iii) clients and other unrelated parties invited to use this Tool by a Deloitte Firm. DTTL and the Deloitte Firms and any of their related entities are referred to herein collectively as the "**Deloitte Network**". Partners, principals, directors and employees of entities within the Deloitte Network are not subject to these Terms of Use (these "**Terms**") but rather to the usage terms found [here](#).

As noted above, each Deloitte Firm may invite personnel of clients and other unrelated parties to use this Tool pursuant to these Terms. If you are such an invitee, these Terms are applicable to you (and further references below to "**you**" and "**your**" shall be to you as such an invitee).

"**Company**" means the company, organization, or other legal entity that you work for as a partner, principal, director, employee, or contractor and, if applicable, its affiliates.

"**we**", "**us**" or "**our**" means the Deloitte Firm that invited you to this Tool.

Prior to your use (or continued use) of this Tool, you must agree to these Terms.

Company has requested that we grant you access to specific sections of this Tool (the "**Permitted Sections**").

Where we and you or Company have entered into a separate contract relating to your or Company's use of this Tool (a "**License Agreement**"), then your use and Company's use of this Tool or the underlying software will be governed by the terms of that License Agreement and, where applicable, these Terms. As set forth more fully in **Section 12A**, in the event of any conflict between the License Agreement and these Terms, the terms of the License Agreement shall control with respect to your or Company's use of this Tool or the underlying software.

Where you or Company are our client and we have agreed, pursuant to an engagement letter or other contract (each an "**Engagement Letter**") to the performance of services or delivery of deliverables (an "**Engagement**"), then all Engagement services and deliverables shall be governed by an Engagement Letter and, where applicable, these Terms. As set forth more fully in **Section 12A**, in the event of any conflict between the Engagement Letter and these Terms, the terms of the Engagement Letter shall control with respect to the applicable Engagement. Where neither you nor Company are our client, these Terms shall apply except as set forth in **Section 12A**.

Although parts of these Terms may reference other entities in the Deloitte Network, these Terms are only with us and not with any of those other entities.

2. REGISTRATION AND RELATED MATTERS; CERTAIN RESTRICTIONS

A. Eligibility

1. In General. To be eligible to use this Tool, you must be at least 18 years old and have full power and authority to enter into these Terms on behalf of yourself and Company. You must also not be prohibited from entering into these Terms or using any portion of this Tool by us, Company, any other party, or any contractual, regulatory or other legal restrictions. You hereby represent and warrant to us that you meet these eligibility requirements.
2. Your obligation to keep us informed. You must notify us if circumstances change such that you are no longer in compliance with the eligibility requirements set forth in the paragraph above.

B. Certain restrictions applicable to your User Account and general usage of this Tool

In order to use this Tool, you will receive access through a user account (“**User Account**”). You and Company are responsible for anything that happens through your User Account until it is deactivated. Without limiting the foregoing, you and Company agree to the following:

1. You will only create and maintain one User Account at any given time, which shall be for you alone and not shared or transferred to anyone else.
2. You will only access the Permitted Sections and will not hack into or otherwise attempt to access other areas of this Tool.
3. You and Company will keep your User Account password secure and confidential.
4. You will not remove any copyright, trademark, or other proprietary rights notices found on this Tool or its content.
5. You and Company will comply with all laws applicable in accessing and using this Tool, including all data privacy, export control, copyright, and securities laws and regulations, and governmental decrees and orders.
6. You will immediately cease all use of your User Account and this Tool upon the termination of your employment or other work relationship with Company. Company (i) must notify us in writing of such termination, and (ii) remains responsible for your actions with respect to your User Account and this Tool until such notification and related deactivation of your User Account.
7. You and Company will not reverse engineer, decompile or otherwise attempt to derive the source code for any underlying software related to this Tool, or adapt, modify or create derivative works based on this Tool or its underlying technology.
8. You and Company will not engage in any action that directly or indirectly interferes with the proper working of, disrupts any service, device, data, account or network, or or places an unreasonable load on, our infrastructure, including spamming and the distribution of computer viruses or other malicious code.
9. In connection with the use of the Tool, you and Company will not engage in any action that directly or indirectly (i) poses a security risk to the Tool, or any third party’s systems, infrastructure or networks, (ii) violates the rights of others, or (iii) could harm the Tool or impair anyone else’s use of it.
10. You or Company will notify us immediately upon becoming aware of any unauthorized use of your User Account or any other breach of the above obligations.

3. COMPANY CONTENT

A. Your and Company’s obligations regarding Company Content

You and Company are solely responsible for all data, documents, files, comments, and other information or materials about you or Company, regardless of whether received from, or provided by, you, Company, or any third party, to us (“**Company Content**”).

Without limiting the foregoing, you and Company will ensure the following:

1. The provision of Company Content has been appropriately authorized by Company.
2. Company Content does not contain any content that could be reasonably viewed as false, offensive, indecent, defamatory, libelous, harassing, threatening, or otherwise harmful. We will assume that the Company Content is complete and accurate and will not independently verify its completeness or accuracy.
3. Company Content, and the provision of it, including by you through this Tool, does not violate any laws, rules, regulations or professional standards that are applicable to you or Company, including any third-party privacy right, or third-party copyright, trademark or other intellectual property right.

B. Access to and use of Company Content

You and Company agree to the following with respect to Company Content:

1. Company Content may be available, via this Tool, to us, any other Deloitte Firm, and to other persons whom Company (or our client, where Company is not our client) has authorized to access the Permitted Sections, including, potentially, persons outside the Deloitte Network.

2. Deloitte Network personnel and our contractors (which may include third parties providing services to us, such as administration, support, management, or hosting of) may also access Company Content for limited periods of time in some limited circumstances, such as site administration, troubleshooting, system maintenance, emergencies, or other technical support, or if required by law or other valid legal process. Deloitte Network personnel and our contractors with this access will be subject to confidentiality obligations.
3. We may review and remove some or all of the Company Content if we believe it has been provided in violation of these Terms or an applicable Engagement Letter or License Agreement or if it is outdated or no longer relevant to users of this Tool. However, unless stated otherwise in an Engagement Letter or as may be required by an Engagement, or in a License Agreement, we are not required to verify the completeness, authenticity, or timeliness of, or to review the nature or content of, any Company Content.
4. We may use Company Content in accordance with the terms of the applicable Engagement Letter or License Agreement. If there is no Engagement Letter or License Agreement, then we may use Company Content for the internal purposes of one or more Deloitte Network entities.
5. The Tool may be hosted, supported, or maintained in countries outside of your or Company's home jurisdiction, and Company Content may be stored in those countries. Due to the nature of this Tool, any information sent or uploaded to this Tool may also be accessible outside your or Company's home jurisdiction. As such, this may involve the transfer of Company Content to countries or regions without data protection rules similar to those in effect in your home jurisdiction. Please review the [Privacy Notice](#) for more information about how we collect and process personal information.

4. OTHER DISCLOSURE OF YOUR INFORMATION; PRIVACY

You and Company acknowledge and agree that we may disclose your User Account information (including any information you provide in connection with multi-factor authentication (i.e., first name, last name, corporate email address, corporate cell/telephone number)) and Company Content to others if we have a good faith belief that such action is reasonably necessary to comply with law, regulatory requirements, professional standards, or prevent harm, or as otherwise provided in the applicable Engagement Letter, License Agreement, these Terms or the Privacy Notice. Please review the [Privacy Notice](#) for more information regarding the ways in which personal information is collected in connection with your use of this Tool, the purposes for which your personal information is used, and how it is shared.

5. YOUR USE OF THIS TOOL

A. *In general*

On the condition that you comply with all your obligations under these Terms, we grant you a limited, revocable, nonexclusive, non-assignable, non-sub licensable right to access and use the Permitted Sections only as expressly permitted herein.

B. *Your use of Tool Content and Tool Technology*

As used herein, "**Tool Content**" means any user manual or documentation and content on this Tool, including content that is provided by us, any other entity within the Deloitte Network, or a third party, and including the output that results from your use of the Tool.

As used herein, "**Tool Technology**" means any software code, program, process, tool or device on this Tool.

Except as otherwise provided in an applicable Engagement Letter or License Agreement, you and Company will:

1. Maintain the confidentiality of the Tool Content and Tool Technology using at least the same degree of care as Company uses in maintaining its own proprietary and/or confidential information, but in no event using less than a reasonable degree of care.
2. Use the Tool Content and Tool Technology solely in connection with the Engagement or license under the applicable License Agreement (or solely for Company's internal business purposes if there is no Engagement Agreement or License Agreement). If you and your Company have been granted access in connection with an Engagement with our client, then you and your Company may use this Tool, the Tool Technology, and Tool Content solely in connection with such Engagement. If you and your Company have been granted access in connection with a trial of this Tool, then you and your Company may use this Tool, the Tool

Technology, and Tool Content solely in connection with such trial and not for any other internal or external purposes.

3. Except as may be required by law, limit access to the Tool Content solely to those persons who have a direct and immediate need of such access and who are obligated to maintain its confidentiality.
4. Ensure that all copies of the Tool Content (printed or electronic) retain and/or reflect any copyright, confidentiality, or other legal notice that appears on or with such material when accessed on this Tool.
5. Not copy, download, reproduce, modify or distribute the Tool Technology in whole or in part, except as may be expressly permitted elsewhere in writing outside of these Terms.

For purposes of clarity, Company's usage and/or ownership rights with respect to any software code that is a deliverable under an Engagement Letter or licensed under any other agreement (including a License Agreement) is governed by the terms of such document and not by these Terms, even if such code is provided to you or Company via this Tool.

6. NO PROFESSIONAL RELATIONSHIP

You and Company acknowledge and agree that no professional relationship of any nature is created solely by your use of this Tool or by any correspondence or communication with us or any other person or entity relating to this Tool. For clarification, if a professional relationship already exists with us (e.g., pursuant to an Engagement Letter), it will not be terminated by your use of this Tool.

The infrastructure of, and certain Tool Technology and content found on, this Tool are provided to us by DTTL, another Deloitte Firm or one or more of its or their related entities. However, your use of this Tool is solely at our invitation, and neither DTTL, any other Deloitte Firm or any of those related entities is providing a service to you or Company or entering into a professional relationship with you or Company by way of this Tool. Unless otherwise set forth specifically in a separate written agreement, any service that you receive and relationship that you have with respect to this Tool is with us alone and is governed by these Terms and any related Engagement Letter or License Agreement.

7. AVAILABILITY AND LICENSE

A. Availability

We will endeavor to provide reasonable notice of any modifications to this Tool that are likely to materially affect access to this Tool or this Tool. However, we reserve the right to modify, replace, refuse access to, suspend, limit, disable or discontinue this Tool and its functionality, in whole or in part, in our sole discretion, with or without notice.

Accordingly, you and Company should have in place appropriate measures for ensuring the retention of copies of all Company Content. You and Company may not use this Tool as a document archive or storage facility.

B. Access and Mobile Access

It is your responsibility to ensure that you have software and hardware that are capable of effectively accessing this Tool via an internet service provider. You are also responsible for all charges and necessary permissions related to accessing this Tool through your internet provider.

We may offer access to this Tool through mobile applications created by us or third-party developers. If you use this Tool through a mobile device, you agree that information about such usage may be communicated to us, including information about your mobile carrier, your mobile device, or your physical location. You are responsible for all charges and necessary permissions related to accessing this Tool through your mobile access provider. Note that, by using any downloadable application to enable your use of this Tool, you will be required to accept the terms of the end-user license agreement associated with the application.

8. CERTAIN INTELLECTUAL PROPERTY RIGHTS

A. This Tool

This Tool and its contents are protected by copyright, trademark and other laws of various countries around the world. We and our licensors reserve all rights not expressly granted in these Terms. Portions of this Tool use open source software, and additional license and copyright information relating to such open source software is specified in the Third Party Acknowledgments section of these Terms with details available [here](#).

B. Names and Logos

"Deloitte", "Touche", "Tohmatsu", "Deloitte Touche Tohmatsu", "Deloitte & Touche", the Deloitte logo, and local language variants of the foregoing trademarks, and certain product names that appear on this Tool (collectively, the "**Deloitte Marks**"), are trademarks or registered trademarks of entities within the Deloitte Network. Except as expressly provided in these Terms or as expressly authorized in writing by the relevant trademark owner, neither you nor Company shall use any Deloitte Marks either alone or in combination with other words or design elements, including in any press release, advertisement, or other promotional or marketing material or media, whether in written, oral, electronic, visual or any other form.

References to other parties' trademarks on this Tool are for identification purposes only and do not indicate that such parties have approved this Tool or any of its contents. These Terms do not grant you any right to use the trademarks of other parties.

9. LIMITATIONS OF LIABILITY; INDEMNITY

NEITHER WE NOR ANY OTHER ENTITY WITHIN THE DELOITTE NETWORK IS, BY MEANS OF PERMITTING YOU ACCESS TO THIS TOOL (INCLUDING ALL TOOL TECHNOLOGY, TOOL CONTENT, OUTPUT, AND OTHER CONTENT), RENDERING PROFESSIONAL ADVICE OR SERVICES TO YOU OR COMPANY. BEFORE MAKING ANY DECISION OR TAKING ANY ACTION THAT MIGHT AFFECT YOUR OR COMPANY'S FINANCES OR BUSINESS, YOU SHOULD CONSULT A QUALIFIED PROFESSIONAL ADVISOR. FOR CLARITY, ADVICE AND DELIVERABLES THAT WE PROVIDE PURSUANT TO AN ENGAGEMENT LETTER SHALL BE GOVERNED BY THE TERMS OF THAT ENGAGEMENT LETTER, EVEN IF ACCESSIBLE BY OR DELIVERED TO YOU VIA THIS TOOL.

ALTHOUGH WE TAKE COMMERCIALY REASONABLE STEPS TO MAKE THIS TOOL USEFUL AND SECURE, THIS TOOL (INCLUDING ALL TOOL TECHNOLOGY, TOOL CONTENT, OUTPUT, AND OTHER CONTENT) IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND. NO ENTITY WITHIN THE DELOITTE NETWORK HAS ANY OBLIGATION TO PROVIDE MAINTENANCE AND SUPPORT SERVICES OR ANY UPDATE, UPGRADE, ENHANCEMENT, NEW FUNCTIONALITY, MODIFICATION, PATCH, BUG FIXES, OR SIMILAR DELIVERABLE WITH RESPECT TO THIS TOOL. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THIS TOOL WILL BE AVAILABLE, SECURE, ERROR-FREE, FREE FROM VIRUSES OR MALICIOUS CODE, OR WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY, AND ACCURACY.

YOUR USE OF THIS TOOL (INCLUDING ALL TOOL TECHNOLOGY, TOOL CONTENT, OUTPUT, AND OTHER CONTENT) IS AT YOUR OWN RISK AND YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR USAGE, INCLUDING WITH RESPECT TO LOSS OF SERVICE OR DATA. WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR ANY OTHER DAMAGES WHATSOEVER, WHETHER IN AN ACTION OF CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, RELATING TO THE USE OF THIS TOOL (INCLUDING ALL TOOL TECHNOLOGY, TOOL CONTENT, OUTPUT, AND OTHER CONTENT).

CERTAIN LINKS ON THIS TOOL MAY LEAD TO RESOURCES, TOOLS, AND TOOLS MAINTAINED BY THIRD PARTIES OVER WHICH WE HAVE NO CONTROL, INCLUDING THOSE MAINTAINED OR PROVIDED BY OTHER ENTITIES WITHIN THE DELOITTE NETWORK. WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OF, OR ANY OTHER ASPECT RELATING TO, THOSE RESOURCES, TOOLS, AND TOOLS, AND LINKS TO ANY SUCH RESOURCES, TOOLS, AND TOOLS SHOULD NOT BE CONSTRUED AS AN ENDORSEMENT OF THEM OR THEIR CONTENT BY US OR AN ENDORSEMENT BY THEM OF US OR THIS TOOL.

THE ABOVE LIMITATIONS OF LIABILITY SHALL BE APPLICABLE NOT ONLY TO US BUT ALSO TO EACH OTHER ENTITY WITHIN THE DELOITTE NETWORK AND TO OUR AND THEIR RESPECTIVE PERSONNEL.

IF ANY OF THE ABOVE LIMITATIONS OF LIABILITY IS INVALID OR UNENFORCEABLE IN ANY JURISDICTION, THEN (I) IN THAT JURISDICTION IT SHALL BE RE-CONSTRUED TO THE MAXIMUM EFFECT PERMITTED BY LAW TO EFFECT ITS INTENT AS NEARLY AS POSSIBLE AND THE REMAINING TERMS SHALL REMAIN IN FULL FORCE AND EFFECT, AND (II) IN EVERY OTHER JURISDICTION ALL OF THESE TERMS SHALL REMAIN IN FULL FORCE AND EFFECT.

10. USER ACCOUNT DEACTIVATION

A. Deactivating Your User Account

You or Company may deactivate your User Account, for any or no reason, at any time, with written notice to us as per **Section 11 (Notices)**. This notice will be effective upon our processing such notice.

We may deactivate your User Account for any reason or no reason, at any time, with or without notice, effective immediately or as may be specified in any given notice. Without limiting the foregoing, your User Account may be deactivated by Tool administration if inactive for extended time periods.

B. Effect of Deactivation

1. Usage. Deactivation of your User Account results in the immediate termination of your ability to technologically access and use this Tool. In addition, we may (i) bar you from any future use of this Tool and (ii) block access to this Tool from any IP address or range of IP addresses associated with you.
2. Surviving Terms. **Section 5A** of these Terms shall not survive deactivation of your User Account and termination of your license to access and use this Tool. The remainder of these Terms shall survive.

11. NOTICES

A. Notices from us to you

Any notices from us to you regarding this Tool may be by any of the following methods: (i) general postings to users on this Tool, (ii) any communicative function available through your User Account, or (iii) the email address associated with your User Account. It is your responsibility to keep the contact information in your User Account current and accurate.

B. Notices from you to us

Any notices from you to us regarding this Tool must be in writing and sent to the contact provided for us in the Engagement Letter or License Agreement, if any, or to such other contact as we may provide. Such notices should be provided using the same mechanism provided for notices in the Engagement Letter or License Agreement. If there is no Engagement Letter or License Agreement or they do not provide for notices, then notices from you to us must be by any of the following methods: (i) electronic mail; (ii) personal delivery; or (iii) a globally or nationally (as the case may be) recognized express mail, courier, or delivery service ("**Express Courier**"). A notice sent by electronic mail shall be deemed given on the date of electronic confirmation of receipt. A notice sent by personal delivery or Express Courier shall be deemed given on the date of receipt or refusal of receipt.

12. GENERAL TERMS

A. Entire Agreement; Engagement Letter and License Agreement

Subject to the following two sentences, these Terms constitute the full and complete agreement between you and Company on the one hand, and us on the other, with respect to the subject matter hereof, and supersede any oral and prior written agreements with respect to such subject matter. In the event of any conflict between these Terms and an Engagement Letter, the terms of the Engagement Letter shall control with respect to the applicable Engagement. Where (i) neither you nor Company are our client and your activity on this Tool is not covered by an Engagement Letter and (ii) we have entered into a separate written agreement with you or Company with respect to this Tool, then, in the event of a conflict between such agreement and these Terms, such agreement shall control.

In the event of any conflict between these Terms and a License Agreement, the terms of the License Agreement shall control with respect to your and Company's use of this Tool, the license to the software, or anything else covered by the License Agreement. Where (i) neither you nor Company are our client and your activity on this Tool is not covered by a License Agreement and (ii) we have entered into a separate written agreement with you or Company with respect to this Tool, then, in the event of a conflict between such agreement and these Terms, such agreement shall control.

B. Amendments to these Terms

We may revise these Terms at any time in our sole discretion by posting such revised terms in this Tool's footer (that is, this webpage that you are currently viewing) or elsewhere on this Tool, or as we may otherwise notify you in accordance with Section 11 (Notices). Such revised terms shall be effective to you upon posting or other notice, unless otherwise explicitly stated by us.

It is your and Company's responsibility to be aware of any such revised terms by checking here and reading your notices.

If you or Company does not agree with any of these Terms as they may be amended from time to time, you should deactivate your User Account as per Section 10 (User Account Deactivation).

C. *No informal waivers, agreements or representations*

No waiver of any breach by you or Company, or of any objection to any act or omission connected therewith, shall be implied or claimed by you or Company or be deemed to constitute a consent to any continuation of such breach, act or omission, unless contained in a writing signed by us.

D. *Dispute resolution; equitable relief*

1. Choice of Law; etc. Any choice of law, venue, and dispute resolution terms and procedures applicable to the Engagement Letter or License Agreement shall govern these Terms, and all rights and obligations arising from or otherwise relating to them. In the event no Engagement Letter or License Agreement exists, then (i) these Terms shall be governed by, construed in accordance with, and enforced under the laws (both substantive and procedural) of the State of New York, USA (but specifically excluding the United Nations Convention on License Agreements for the International Sale of Goods), without reference to principles of conflict of laws; (ii) you, Company and we agree to submit to the exclusive jurisdiction and venue of the federal and state courts situated in New York State with respect to any dispute arising hereunder or in connection with such rights and obligations and (iii) you, Company and we also agree to irrevocably waive any right to a jury trial in any action, proceeding or counterclaim relating to these Terms.

Notwithstanding the above, we shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

2. Equitable Relief. In no event shall you or Company seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation, use or exploitation of this Tool or any part of it, including any Tool Technology or Tool Content. We shall be entitled to injunctive or other equitable relief in order to prevent, mitigate or remedy the breach or continuing breach of these Terms.

E. *Remedies not exclusive*

Exercise or enforcement of a right or remedy given in these Terms shall not be considered to be in lieu of enforcement of other rights or remedies otherwise existing at law or equity, unless specifically waived in writing.

F. *Severability*

If any term in these Terms is invalid or unenforceable in any jurisdiction, then (i) in that jurisdiction it shall be re-construed to the maximum extent permitted by law to effect its intent as nearly as possible and the remaining terms shall remain in full force and effect, and (ii) in every other jurisdiction all of these Terms shall remain in full force and effect.

G. *No construction against the drafter*

If an ambiguity or question of intent or interpretation arises with respect to these Terms, these Terms will be construed as if drafted jointly by you, Company and us, and no presumption or burden of proof will arise favoring or disfavoring any of those parties by virtue of authorship of these Terms.

H. *Assignment and delegation*

You and Company may not assign or delegate any rights or obligations under these Terms, and any such purported assignment or delegation shall be ineffective. We may freely assign or delegate all rights and obligations under these Terms, fully or partially, without notice to you or Company. These Terms shall be binding upon your, Company's and our successors and permitted assigns.

I. *Relationship of the parties; third party beneficiaries*

No agency, partnership, franchise, or joint venture is created by these Terms between you and Company on the one hand and us on the other.

Certain Deloitte Firms and DTTL and its related entities are third party beneficiaries to certain sections of these Terms and may enforce specific rights hereunder.

J. Language

In the event that we have provided you or Company with a translation of the English language version of these Terms, the Privacy Statement, and/or any other documentation, you and Company agree that the translation is provided for convenience only and that the English language version governs your relationship with us.

K. Construction

1. Agreement Headings and Numbering. Paragraph or Section numbers and headings that are used in these Terms are included for convenience only and, if there is any conflict between any such numbers and headings and the text of these Terms, the text shall control.
2. Including. As used in these Terms, the word "including" means "including, without limitation," and the word "include" means "include, without limitation,".

L. Feedback

You, on behalf of yourself and Company, hereby assigns and conveys to us, without additional compensation, all right, title, and interest worldwide in and to all feedback provided in connection with this Tool by you or Company, including all patent, copyright, trademark, trade secret, and other intellectual property rights in the feedback, together with all goodwill and claims appurtenant thereto and the right to modify and create derivative works therefrom as we may determine in its sole discretion. You, on behalf of yourself and Company, hereby irrevocably waive all rights with respect to the foregoing (including all rights of attribution, rights of integrity, rights of publicity or privacy, moral rights, and/or rights to inspect or approve any materials incorporating the feedback or any use thereof).

Third Party Acknowledgments

Please note that portions of this Tool use open source software, and additional license and copyright information relating to such open source software is specified [here](#).