

THRUSTMASTER CLUB MEMBERSHIP TERMS AND CONDITIONS

Most recent update: April 4, 2025

MEMBERSHIP OF THE THRUSTMASTER CLUB AND ACCESSING THE THRUSTMASTER PLATFORM IS FREE OF CHARGE, IN THE SENSE THAT NO SUBSCRIPTION OR ENTRANCE FEE IS REQUIRED ON JOINING.

The Thrustmaster Club (hereinafter the “**Thrustmaster Club**” or the “**Club**”) is operated by Guillemot Corporation S.A. and its affiliates (hereinafter “**Guillemot**”, “**We**”, “**Us**” or “**Our**”).

The Thrustmaster Club is ruled by the present Thrustmaster Club Membership Terms And Conditions (hereinafter the “**Thrustmaster Club TAC**”) and is accessible at: tmclub.thrustmaster.com (hereinafter the “**Thrustmaster Club Platform**” or the “**Platform**”).

Any person, who meets the below mentioned eligibility criteria, and that joins or attempts to join the Club (hereinafter “**Thrustmaster Club Member**”, “**Member**”, “**You**”, or “**Your**”) must fully consult and accept (i) these Thrustmaster Club TAC, (ii) the General Terms And Conditions of Use (hereinafter the “**TAC**” - Please review the TAC at: <https://www.thrustmaster.com/general-terms-and-conditions-of-use/>), and (iii) the Privacy Policy (hereinafter the “**Policy**” – Please review the Policy at: <https://www.thrustmaster.com/privacy-policy/>). By accessing or using the Thrustmaster Club Platform, You agree to these Thrustmaster Club TAC. If You do not agree with these Thrustmaster Club TAC, You must exit the Thrustmaster Club Platform.

To the extent there is any conflict between these Thrustmaster Club TAC, the TAC and/or the Policy, these Thrustmaster Club TAC will take precedence. All capitalized terms not defined in these Thrustmaster Club TAC have the respective meanings set forth in the TAC and the Policy.

We reserve the right to update these Thrustmaster Club TAC at any time without notice to You. The latest version of these Thrustmaster Club TAC can be reviewed by clicking on the “**Thrustmaster Club TAC**” link located at the bottom of each page of the Platform. By accessing or using the Thrustmaster Club Platform, You agree to the latest version of these Thrustmaster Club TAC. If You do not agree with the last update of these Thrustmaster Club TAC, You must exit the Thrustmaster Club Platform.

ARTICLE 1 - THE THRUSTMASTER CLUB MEMBERSHIP

1.1. DESCRIPTION OF THE THRUSTMASTER CLUB

Joining the Thrustmaster Club allows You to become a Member of the Thrustmaster Club, by entering into an agreement with Guillemot, *i.e.* these Thrustmaster Club TAC. Subject to Your compliance with these Thrustmaster Club TAC, as a Thrustmaster Club Member, You will be able to access the Thrustmaster Club Platform, which is a platform dedicated exclusively to the Thrustmaster Club Members, and make the most of the benefits described in Section 2 below.

1.2. ELIGIBILITY TO THE THRUSTMASTER CLUB

Membership of the Thrustmaster Club is opened to any natural person meeting the following criteria:

- Be an adult who is fully able and competent to enter into the terms, conditions, obligations, representations, warranties, and responsibilities set forth in these Thrustmaster Club TAC; AND
- Reside in Germany, Austria, Belgium, Spain, France, Northern Ireland, Italy, Luxembourg, the Netherlands, the United Kingdom, or the United States of America; AND
- Own at least one (1) product as listed in Section 1.3 below (hereafter individually the “**Product**” and collectively the “**Products**”); AND
- Possess at least one (1) Thrustmaster Club membership card with membership number (hereafter individually the “**Thrustmaster Club Card**” or the “**Card**”). For more details about this Card, please refer to Section 1.4 below.

The Thrustmaster Club membership can only be pursued for non-commercial/personal purpose. When using the Platform and being a Thrustmaster Club Member, You represent and warrant to only act for Your non-commercial/personal purpose. You further represent and warrant that You will not act for Your commercial purpose and/or as a professional.

1.3. LIST OF THE ELIGIBLE PRODUCTS

Only a Product below grants You access to the Thrustmaster Club:

- FORMULA WHEEL ADD-ON FERRARI SF1000 EDITION; and/or
- T-GT II ; and/or
- T818 ; and/or
- VIPER TQS MISSION PACK ; and/or
- AVA BASE; and/or
- AVA F/A-18 SUPER HORNET FLIGHTSTICK; and/or
- HYPERCAR WHEEL ADD-ON.

Each of the abovementioned Products must be new and first-hand. Therefore, this list does not include second-hand and/or transferred products.

1.4. THE THRUSTMASTER CLUB MEMBERSHIP CARD

Each Product comes with a Thrustmaster Membership Card in its packaging. Your membership number is printed on this Card. This number is required to join the Thrustmaster Club, as described in Section 1.5 below.

This Card and the membership number on it are personal to You. They are not transferable, including in the event of resale and/or donation of a Product. No recourse against Guillemot will be possible in the event of misuse, loss, deterioration, destruction and/or theft of this Card (including the membership number) or if, in general, the membership number has already been used by a third party prior to Your joining to the Club. It is Your responsibility to keep this Card in a safe place.

1.5. THRUSTMASTER CLUB MEMBERSHIP

If You meet the eligibility criteria as defined in the above Section 1.2, then You can join the Thrustmaster Club.

To join the Thrustmaster Club, You must complete the registration form accessible from the first page of the Platform, with the following information:

- Your membership number (as printed on Your Thrustmaster Club Card); AND
- Your e-mail address; AND
- Your first and last names.

You are informed that all the information You provide on the Platform is required for Your Thrustmaster Club membership. Therefore, You undertake to provide Us with accurate, up-to-date and complete information. Any false, erroneous and/or incomplete statement will automatically render Your membership for the Thrustmaster Club null and void.

You also must accept these Thrustmaster Club TAC, the General Terms And Conditions of Use and the Privacy Policy, by checking the corresponding boxes on the form.

In addition, You must confirm that You are an adult who is legally able to make a contract, by checking the corresponding box.

Finally, You may choose to subscribe to Our Thrustmaster newsletter. This choice is optional and will not affect Your Thrustmaster Club membership.

We reserve the right – at Our sole discretion – to (i) approve, or disapprove, Your membership for the Thrustmaster Club, (ii) carry out any verification, in particular of identity and contact prior to any acceptance of Your membership for the Thrustmaster Club. Any person who does not meet the conditions of these Thrustmaster Club TAC, or who refuses to provide proof thereof, will be excluded from the Thrustmaster Club and will not be able to access the Platform and benefit from the advantages of this Thrustmaster Club.

Once You have correctly completed the registration form and validated it, You will:

- become a Member of the Thrustmaster Club (and be notified of it directly via the Platform, as soon as this function is available on the Platform);
- be able to access the Platform and benefit from its advantages.

ARTICLE 2 - SPECIFICATIONS OF THE THRUSTMASTER CLUB AND PLATFORM

The Thrustmaster Club Platform is closely linked to the Website and gives You access to different advantages.

To date, the advantages offered to You are as follows:

- A welcome pack featuring the Thrustmaster Club logos;
- Several pro mappings, which consist of assistances to facilitate the Product's settings according to games or gaming platforms. These pro mappings are provided by experts in relation with the Thrustmaster brand, who share their settings with Members. Most of these contributions will be available exclusively on this Platform;
- Wallpapers exclusively available on this Platform and dedicated to the Thrustmaster brand, the Thrustmaster branded products or sometimes to those of Guillemot's partners;
- *Subject to your prior subscription to Our Thrustmaster newsletter*. Exclusive information, previews or information related to the Thrustmaster brand, via Our Thrustmaster newsletter;
- Exclusive promotional offers via partners and/or the Thrustmaster online store (shop.thrustmaster.com).

These advantages may evolve other the time.

ARTICLE 3 - INTELLECTUAL PROPERTY: LIMITED LICENSE

3.1. YOUR USE OF OUR MATERIALS. In order for You to enjoy Your Thrustmaster Club membership, We provide You variety of advantages (as listed in the above Section 2) such as audiovisual contents, documents, information, images, videos, sounds/music, photos, software and texts (hereafter individually a “**Material**” and collectively the “**Materials**”).

In this perspective, during the term as mentioned in Section 4 of these Thrustmaster Club TAC, Guillemot grants You the limited and non-exclusive right to (i) downloading the Materials to Your single personal computer and/or mobile phone – *subject such Materials as being identified as downloadable on the Platform*, (ii) to display the Materials only on Your personal computer and/or mobile phone, and (iii) print a hard copy of the different pages of the Platform, solely for Your personal/non-commercial use, and provided that all copyrights, trademarks and other proprietary notices are left intact.

The granting of this limited license is conditional upon Your agreement to and compliance with these Thrustmaster Club TAC, and more generally the non-contradictory stipulations of the TAC (please, review the TAC at: <https://www.thrustmaster.com/general-terms-and-conditions-of-use/>). Any other use of the Materials contained on the Platform including, but not limited to, reproduction, modification, distribution, or sharing, without the express prior written consent of Guillemot is strictly prohibited, and is a violation of the intellectual property rights of Guillemot and/or of the respective license owners. Use of the Materials on any other website or their distribution without the express prior written consent of Guillemot is strictly prohibited, and is a violation of the intellectual property rights of Guillemot and/or of the respective license owners.

Except as expressly provided herein, Guillemot does not grant any express or implied right to You under any patent, copyright, trademark or trade secret information with respect to the Materials or services.

Unless other expressly specified herein, You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any Material, information, software, products or services obtained from the Platform.

You shall never create, or allow the creation of, any confusion as to the origin and the ownership of Our trademarks (or any other intellectual property rights We own). Guillemot has an exclusive right to apply for or register worldwide any (i) Guillemot's brand in case such brand is not already applied for or registered as a trademark, (ii) domain name embodying the name of GUILLEMOT or HERCULES or THRUSTMASTER or ESWAP, and (iii) other trademarks related to Our products. You have no right to apply for any trademark identical or similar to GUILLEMOT or HERCULES or THRUSTMASTER or ESWAP, or for any patent, design patent or copyright related to Our products and/or the Materials. When at any moment You own any domain name embodying the trademarks GUILLEMOT or HERCULES or THRUSTMASTER or ESWAP, You hereby undertakes to offer to assign to Us such domain name for its applying cost. We shall not be obliged to accept such offer. This clause shall apply *mutatis mutandis* to any social media advertising, including without limitation to the creation and/or use of the Our trademarks on social media pages or in social media handles.

You shall not use any of the Materials and/or any of Our trademarks after the end of Your Thrustmaster Club membership as indicated in Section 4 of these Thrustmaster Club TAC.

If You discover any unauthorized use by any third party of any intellectual property right owned by Guillemot, You shall immediately notify Guillemot thereof. You shall co-operate with Guillemot in taking all steps as the latter may reasonably require in order to prevent or forbid the unauthorized or illegal copies of any of Our products.

3.2. NOTICE SPECIFIC TO SOFTWARE. You commit not to use (other than to the extent permitted by applicable law) any software or any data included in any Materials (collectively, the “**Software**”) or contained in or capable of being downloaded from the Platform (and more generally, from the Website) to develop, design, produce, manufacture, sell and/or distribute products of any kind, nor will You permit any third party to do any of the above.

If You download any Software from the Platform, any use of the Software and the downloading of the Software, including but not limited to the use and downloading of images or files included in or generated by the Software are subject to the limited license set out above. Guillemot and/or the respective license owners (as the case may be) shall retain all rights, title, interest and all intellectual property rights included in and related to the Software. You may not distribute, sell or transmit, modify or adapt the Software, including but not limited to translating, decompiling, reverse engineering, disassembling, or creating derivative works therefrom, other than to the extent permitted by applicable law.

3.3. Notice specific to music and videos. The Platform may include videos and music subject to specific conditions of use. In this case, You agree to comply with these conditions of use.

ARTICLE 4 - TERM AND TERMINATION

- 4.1.** These Thrustmaster Club TAC become effective upon the validation of Your registration form (in accordance with Section 1 of these Thrustmaster Club TAC), for an unlimited period of time, unless and until one of the following events listed in Sections 4.2 to 4.6 occurs. In such cases, Your Thrustmaster Club membership will automatically end. You will no longer be a Thrustmaster Club Member and will no longer access the Platform.
- 4.2.** You may choose, at any time and for any reason (with or without cause) and at Your sole discretion, to leave the Thrustmaster Club and no longer use the Platform, be notifying Us of the same.
- 4.3.** You breach any of the provisions of these Thrustmaster Club TAC, the TAC and/or the Privacy Policy. In such a case, You must immediately cease to use and delete any Material and Software in Your possession.
- 4.4.** Guillemot may at any time and for any reason (with or without cause) and at its sole discretion, immediately modify, suspend or shut down, temporarily or permanently, the Website or any part of it or any of its features or any subdomain of the main domain name <thrustmaster.com> (including the Platform), without any prior notice or liability to You or any other person.
- 4.5.** Guillemot may at any time and for any reason (with or without cause) and at its sole discretion, immediately suspend or terminate (in whole or in part) Your permission to use the Platform (and more globally the Website), all without any notice or liability to you or any other person.
- 4.6.** Guillemot may at any time and for any reason (with or without cause) and at its sole discretion, immediately suspend or put an end to (in whole or in part) the Thrustmaster Club.
- 4.7.** Guillemot may at any time and for any reason (with or without cause) and at its sole discretion, immediately stop the distribution of the Product(s) enabling You to be a Thrustmaster Club Member;

- 4.8. If Your Thrustmaster Club membership is terminated by You or by Us for any reason, then: (a) these Thrustmaster Club TAC shall nevertheless continue to apply and be binding upon You with respect to Your prior use of the Website (and/or the Platform) and anything connected with, relating to or arising from that use; and (b) We may continue to use and disclose Your personal information in accordance with the latest version of the Privacy Policy.

Sections 3, 4, 5, 6, 7, 8, 10 and 11 of these Thrustmaster Club TAC continue to apply indefinitely following termination of these Thrustmaster Club TAC.

ARTICLE 5 - PERSONAL DATA

Where terms and expressions used in the present article are not defined in this Thrustmaster Club TAC, they will have the meaning assigned to them by the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

Guillemot is the data controller for personal data collected on or via the Thrustmaster Club Platform.

We process the personal data You provide Us (identity, membership number, age higher than 16, email address, password), personal data inferred from or related to Your actions or choices (Your consents, the subject -(e.g. subscription to a particular newsletter- and the type of consent given, contract, whether or not Your email address has been verified, information about Thrustmaster products You owned, Your interests, membership termination date), and user access management information (timestamps of registration request, timestamp of activation, timestamp when a registration is recorded, timestamp of subscription cancellation, timestamp of last visit, number of logins of a user, (encrypted) password, date on which data was last updated); we also process connection data, information related to cookies and other tracking information. If You do not want to provide personal data, You cannot become a Member of the Thrustmaster Club, You will not be granted access to the Thrustmaster Club Platform, and We will not be able to contact You.

You have rights with regard to the personal data relating to You.

Personal data collected in connection with the management of product owners' clubs is processed for the purposes of:

- managing members;
- sharing information with members;
- providing benefits to members; and
- ensuring compliance with the applicable terms and conditions.

Personal data collected in connection with the management of existing and prospective customers is processed for the purposes of:

- managing a database of existing and prospective customers; and
- carrying out customer management activities concerning contracts, orders, pre-orders, subscriptions, shipping, billing and loyalty programs, undertaking customer relationship management activities such as satisfaction surveys and selecting existing or prospective customers to take part in studies, surveys and product tests.

Note: There are other purposes, but they are not applicable to a data subject who is only a Member of the Thrustmaster Club.

Personal data collected in connection with the management of user access (here, Thrustmaster Club Member access) is processed for the purposes of:

- creating access rights;
- verifying access rights;
- revoking or restricting access rights; and
- combating illegitimate use.

Personal data collected in connection with the technical management of websites and servers is processed for the purposes of:

- managing the operation of websites and servers;
- technically administering websites;
- securing websites through event logging; and
- producing statistics.

Personal data collected in connection with audience measurement and website tracking is processed for the purposes of:

- measuring website audiences and monitoring website activity; and
- producing statistics.

Personal data collected in connection with the distribution of website content is processed for the purposes of:

- improving access to websites; and
- improving website security.

Personal data collected in connection with actual and potential litigation and pre-litigation matters is processed for the purposes of:

- managing potential litigation;
- managing pre-litigation matters;
- managing litigation;
- managing archived pre-litigation and litigation files;
- executing decisions; and
- producing statistics.

Data collected in connection with the sending out of information for marketing purposes (newsletters) is processed for the purposes of:

- managing subscription; and
- creating and using email distribution lists.

We encourage You to read Our Privacy Policy, which is available by clicking [here](#), for further information. We may change Our Privacy Policy from time to time in Our sole discretion.

Certain use of cookie related personal data may be interpreted as a “sale” under certain foreign data protection legislation -if applicable- ; in such a way to opt out of such a “sale” -if any-, You can reject the use of non-essential cookies. Please note that, by default, the non-essential cookies are not activated; as a consequence, by default such a “sale” does not occur. If You activated non-essential cookie(s), You can deactivate it or them; to do so, please use the Website’s cookie consent management tool (this tool is present on all pages of the Website either as a Welcome pop-up or as a cookie shape icon on which You can click).

ARTICLE 6 - DISCLAIMER

THE PLATFORM, THE THRUSTMASTER CLUB AND ITS RELATED ADVANTAGES (INCLUDING THE MATERIALS) ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION, TERM, CONDITION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED (AND WHETHER IMPLIED BY LAW, CUSTOM OR OTHERWISE). GUILLEMOT DISCLAIM ALL REPRESENTATIONS, TERMS, CONDITIONS AND WARRANTIES INCLUDING, BUT NOT LIMITED TO, AS TO SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

IN ADDITION, GUILLEMOT EXCLUDE ANY REPRESENTATION OR WARRANTY THAT THE INFORMATION AND/OR FACILITIES ACCESSIBLE VIA THE PLATFORM ARE ACCURATE, COMPLETE OR CURRENT, OR THAT THE PLATFORM WILL BE FREE OF DEFECTS INCLUDING, BUT NOT LIMITED TO, VIRUSES OR OTHER HARMFUL ELEMENTS. YOU ASSUME ALL COSTS AND RISKS ARISING AS A RESULT OF YOUR THRUSTMASTER CLUB MEMBERSHIP (INCLUDING YOUR USE OF THE THRUSTMASTER CLUB ADVANTAGES, ESPECIALLY CONSISTING OF YOUR USE OF THE PLATFORM AND THE MATERIALS).

ARTICLE 7 - EXCLUSION OF LIABILITY AND INDEMNIFICATION

EACH PARTY (EACH RESPECTIVELY AN “**INDEMNIFYING PARTY**”) SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY (EACH RESPECTIVELY AN “**INDEMNIFIED PARTY**”) FROM AND AGAINST ANY AND ALL DEMANDS, CLAIMS, SUITS, ACTIONS OR PROCEEDINGS BROUGHT AGAINST AN INDEMNIFIED PARTY BY A THIRD PARTY, INCLUDING ALL FINES, JUDGMENTS, SETTLEMENTS, PENALTIES, LIABILITIES, LOSSES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY’S FEES AND EXPENSES) SUFFERED BY AN INDEMNIFIED PARTY IN CONNECTION THEREWITH, TO THE EXTENT CAUSED BY (I) A BREACH OR DEFAULT BY THE INDEMNIFYING PARTY OF ANY PROVISION OF THESE THRUSTMASTER CLUB TAC, INCLUDING WITHOUT LIMITATION A BREACH OF ANY REPRESENTATION, UNDERTAKING OR WARRANTY BY SUCH INDEMNIFYING PARTY; (II) THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFYING PARTY; (III) THE ACTUAL OR ALLEGED VIOLATION BY THE INDEMNIFYING PARTY OF ANY LAW OR REGULATION, OR (IV) THE ACTUAL OR ALLEGED INFRINGEMENT BY THE INDEMNIFYING PARTY OF ANY INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY (EXCEPT TO THE EXTENT SUCH INFRINGEMENT ARISES SOLELY OUT OF ONE PARTY’S AUTHORIZED AND PROPER USE OF THE OTHER’S TRADEMARKS, COPYRIGHTS, OR OTHER RIGHTS).

NOTWITHSTANDING THE FOREGOING,

(i) IT IS THE RESPONSIBILITY OF THE MEMBER TO TAKE ALL APPROPRIATE MEASURES TO PROTECT ITS OWN DATA, LOGIN(S), PASSWORD(S) AND/OR SOFTWARE STORED ON ITS HARDWARE AGAINST ANY ATTACK. EACH MEMBER WHO JOINS THE THRUSTMASTER CLUB AND USE THE PLATFORM DO SO UNDER HE/HER OWN RESPONSIBILITY;

(ii) BY JOINING THE THRUSTMASTER CLUB, YOU AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS GUILLEMOT, ITS ADVERTISING AND COMMUNICATION PROVIDERS, AND ANY OTHER ENTITY INVOLVED IN THE DEVELOPMENT AND/OR IMPLEMENTATION OF THE THRUSTMASTER CLUB AND/OR THE PLATFORM, FROM ANY AND ALL LIABILITY, CLAIMS, LOSSES AND/OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR THRUSTMASTER CLUB MEMBERSHIP AND USE OF THE PLATFORM.

GUILLEMOT ASSUMES NO RESPONSIBILITY FOR STOLEN, LOST, ILLEGIBLE, FALSIFIED, MISDIRECTED, ALTERED OR INCOMPLETE INFORMATION ENTERED INTO THE PLATFORM BY YOU (INCLUDING PASSWORD(S), LOGIN(S) AND CONTACT DETAILS).

GUILLEMOT DISCLAIMS ANY RESPONSIBILITY RELATING TO YOUR POSSIBLE DISSATISFACTION CONCERNING THE THRUSTMASTER CLUB AND/OR THE PLATFORM, WITHIN THE LIMITS ALLOWED BY APPLICABLE LAWS.

The non-contradictory provisions of Section 5 and 6 of the TAC shall also apply. Please refer to the TAC at <https://www.thrustmaster.com/general-terms-and-conditions-of-use/>.

ARTICLE 8 - UNSOLICITED COMMUNICATIONS POLICY

For more information about Our unsolicited communication policy, please refer to Section 8 of the TAC at <https://www.thrustmaster.com/general-terms-and-conditions-of-use/>.

ARTICLE 9 - FORCE MAJEURE

Neither party shall be liable for any delay in performing or failure to perform its obligations hereunder to the extent that and for so long as the delay or failure results from any unforeseeable cause or circumstance beyond its reasonable control (hereinafter, an “**event of force majeure**”) provided the same arises without the fault or negligence of such party.

Each party shall use its reasonable endeavours to minimise the effects of any event of force majeure.

Immediately upon becoming aware of any event of force majeure, the affected party shall notify the other party of the manner and extent to which its obligations are likely to be prevented or delayed and the date(s) for performance of the obligation(s) affected shall be postponed for so long as is made necessary by the event of force majeure.

If any event of force majeure continues for a period of or exceeding two (2) months, either party may terminate these Thrustmaster Club TAC with immediate effect on giving written notice to the other party and neither shall be liable to the other for such termination.

ARTICLE 10 - APPLICABLE LAW AND JURISDICTION

These Thrustmaster Club TAC shall be governed by the laws of France.

Both parties irrevocably agree to submit to the exclusive jurisdiction to the Courts of Paris (France) any claims or matters between them arising out of or relating to these Thrustmaster Club TAC, the Thrustmaster Club and/or the Platform, which cannot be resolved by mutual agreement.

ARTICLE 11 - MISCELLANEOUS

In the event whereby any court of competent jurisdiction finds any provision of these terms to be void or unenforceable for any reason, then such provision shall be ineffective to the extent of the court's finding without affecting the validity and enforceability of the remaining provisions.