

Chief Architect User Agreement

1. Your relationship with Chief Architect

1.1 Your use of Chief Architect's products, software, services and web sites (referred to collectively as the "Services" in this document and excluding any services provided to you by Chief Architect under a separate written agreement) is subject to the terms of a legal agreement between you and Chief Architect, whose principal place of business is at 6500 N. Mineral Dr., Coeur d'Alene, ID 83815. This document explains how the agreement is made up, and sets out some of the terms of that agreement.

1.2 Unless otherwise agreed in writing with Chief Architect, your agreement with Chief Architect will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as the "Universal Terms".

1.3 Your agreement with Chief Architect will also include the terms of any Legal Notices applicable to the Services, in addition to the Universal Terms. All of these are referred to below as the "Additional Terms". Where Additional Terms apply to a Service, these will be accessible for you to read either within, or through your use of, that Service.

1.4 The Universal Terms, together with the Additional Terms, form a legally binding agreement between you and Chief Architect in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the "User Terms".

1.5 If there is any contradiction between what the Additional Terms say and what the Universal Terms say, then the Additional Terms shall take precedence in relation to that Service.

2. Accepting the Terms

2.1 In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.

2.2 You can accept the Terms by:

(a) clicking to accept or agree to the Terms, where this option is made available to you by Chief Architect in the user interface for any Service; OR (b) by actually using the Services. In this case, you understand and agree that Chief Architect will treat your use of the Services as acceptance of the Terms from that point onwards.

2.3 You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with Chief Architect, or (b) you are a person barred from receiving the Services by Chief Architect or under the laws of the United States or other countries including the country in which you are resident or from which you use the Services.

2.4 Before you continue, you should print off or save a local copy of the Universal Terms for your records.

3. Language of the Terms

3.1 You agree that the English language will govern your relationship with Chief Architect.

4. Provision of the Services by Chief Architect

4.1 Chief Architect is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which Chief Architect provides may change from time to time without prior notice to you.

4.2 As part of this continuing innovation, you acknowledge and agree that Chief Architect may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at Chief Architect's sole discretion, without prior notice to you. You may stop using the Services at any time. You do not need to specifically inform Chief Architect when you stop using the Services.

4.3 You acknowledge and agree that if Chief Architect disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.

4.4 You acknowledge and agree that while Chief Architect may not currently have set a fixed upper limit on the number of transmissions you may send or receive through the Services or on the amount of storage space used for the provision of any Service, such fixed upper limits may be set by Chief Architect at any time, at Chief Architect's discretion.

5. Use of the Services by You

5.1 In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to Chief Architect will always be accurate, correct and up to date.

5.2 You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).

5.3 You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by Chief Architect, unless you have been specifically allowed to do so in a separate agreement with Chief Architect. You specifically agree not to access (or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers) and shall ensure that you comply with the instructions set out in any robots.txt or similar file present on the Services.

5.4 You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

5.5 Unless you have been specifically permitted to do so in a separate agreement with Chief Architect, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

5.6 You agree that you are solely responsible for (and that Chief Architect has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which Chief Architect may suffer) of any such breach.

5.7 You agree that you will not:

1. defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
2. upload, post, e-mail or transmit or otherwise make available any inappropriate, defamatory, infringing, obscene, or unlawful Content;
3. upload, post, e-mail or transmit or otherwise make available any Content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party, unless you are the owner of such rights or have the permission of the owner to post such Content;
4. upload, post, e-mail or transmit or otherwise make available messages that promote pyramid schemes, chain letters or disruptive commercial messages or advertisements, or anything else prohibited by law, these Terms or any applicable policies or guidelines.
5. download any file posted by another that you know, or reasonably should know, that cannot be legally distributed in such manner;
6. impersonate another person or entity, or falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material;
7. restrict or inhibit any other user from using and enjoying Chief Architect services;
8. use Chief Architect services for any illegal or unauthorized purpose;
9. submit Content that falsely expresses or implies that such Content is sponsored or endorsed by Chief Architect;
10. create user accounts or user IDs by automated means or under false or fraudulent pretenses;
11. promote or provide instructional information about illegal activities or promote physical harm or injury against any group or individual; or
12. transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature.

6. Passwords, E-mail, User IDs and Account Security

6.1 You agree and understand that you are responsible for maintaining the confidentiality of passwords and e-mails associated with any account you use to access the Services.

6.2 Accordingly, you agree that you will be solely responsible to Chief Architect for all activities that occur under your account.

6.3 If you become aware of any unauthorized use of your account, you agree to notify Chief Architect immediately.

6.4 Your user ID is an optional name you can obtain to protect your identity while using the Services. For some Services, a user ID may be required. User IDs are unique and cannot be changed by you. You can request a user ID change from Chief Architect.

6.5 You agree and understand that all user IDs must meet certain acceptability standards as set forth by Chief Architect. In the event that Chief Architect so chooses, you may be asked to change your user ID. Upon request by Chief Architect, you agree to modify your user ID in accordance to the then acceptable standards. If you fail to do so, Chief Architect reserves the right to modify or remove your user ID.

7. Privacy and Your Personal Information

7.1 For information about Chief Architect's data protection practices, please read Chief Architect's privacy policy at chiefarchitect.com/company/privacy.html. This policy explains how Chief Architect treats your personal information, and protects your privacy, when you use the Services.

7.2 You agree to the use of your data in accordance with Chief Architect's privacy policies.

8. Content in the Services

8.1 You understand that all information (such as materials, textures, backdrops, photos, images, 3D models in the .CALIBZ file format, data files, written text, computer software, video, audio or other electronic files) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the “Content”.

8.2 You should be aware that Content presented to you as part of the Services, including but not limited to advertisements in the Services and sponsored Content within the Services may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide that Content to Chief Architect (or by other persons or companies on their behalf). With the exception of Content generated by you, you may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by Chief Architect or by the owners of that Content, in a separate agreement. For the avoidance of doubt, you may modify, distribute, and create derivative works of Content uploaded by other users in the Chief Architect 3D Library.

8.3 Chief Architect reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service.

8.4 While it is not the intent of Chief Architect, you understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

8.5 You agree that you are solely responsible for (and that Chief Architect has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which Chief Architect may suffer) by doing so.

9. Proprietary Rights

9.1 You acknowledge and agree that Chief Architect (or Chief Architect’s licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by Chief Architect and that you shall not disclose such information without Chief Architect’s prior written consent.

9.2 Unless you have agreed otherwise in writing with Chief Architect, nothing in the Terms gives you a right to use any of Chief Architect’s trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

9.3 If you have been given an explicit right to use any of these brand features in a separate written agreement with Chief Architect, then you agree that your use of such features shall be in compliance with that agreement and any applicable provisions of the Terms.

9.4 Other than the limited license set forth in Section 11, Chief Architect acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with Chief Architect, you agree that you are responsible for protecting and enforcing those rights and that Chief Architect has no obligation to do so on your behalf.

9.5 You agree that you shall not add misleading proprietary rights notices to or remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services or Content licensed from the Services under these Terms.

9.6 Unless you have been expressly authorized to do so in writing by Chief Architect, you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

10. License from Chief Architect

10.1 Chief Architect gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by Chief Architect as part of the Services as provided to you by Chief Architect (referred to as the “Software” below). This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Chief Architect, in the manner permitted by the Terms.

10.2 You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by Chief Architect, in writing.

10.3 Unless Chief Architect has given you specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

11. Content License from You

11.1

(a) You retain copyright and any other rights you already hold in Content which you submit, post or display on or through, the Services.

(b) By submitting, posting or displaying the content you give Chief Architect a perpetual, sublicensable, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any Content or derivative works thereof which you submit, post or display on or through, the Services.

This license is for the sole purpose of enabling Chief Architect to display, distribute and promote the Services and may be revoked for certain Services as defined in the Additional Terms of those Services.

(c) By publicly posting or displaying the Content you give other end users of the Services a perpetual, sublicensable, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute (subject to the restrictions set forth in Section 11.4 of these Terms) any Content or derivative works thereof which you publicly post or display on or through the Services.

11.2 You agree that this license includes a right for Chief Architect to make such Content available to other companies, organizations or individuals with whom Chief Architect has relationships for the provision of syndicated services, and to use such Content in connection with the provision of those services.

11.3 You retain the right to: (a) make Content that you upload to the Services using Chief Architect software products or third party services available under different license terms, and (b) stop distributing such Content through the Services at any time; provided, however that any such election will not serve to withdraw the license granted under these Terms. In order to stop distributing such Content through Chief Architect Services, you must terminate these Terms as set forth in Section 13, or utilize the content removal function provided within the Services, in which case the content removal will be effective within approximately ten (10) business days.

11.4 Notwithstanding anything to the contrary, without Chief Architect's prior authorization, you may not: (i) aggregate Content obtained from the Services for redistribution, or (ii) use or distribute Content obtained from the Services in an architectural software application or service.

11.5 You understand that Chief Architect, in performing the required technical steps to provide the Services to our users, may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit Chief Architect to take these actions.

11.6 You confirm and warrant to Chief Architect that you have all the rights, power and authority necessary to grant the above license.

12. Software updates

12.1 The Software which you use may automatically download and install updates from time to time from Chief Architect. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit Chief Architect to deliver these to you) as part of your use of the Services.

13. Termination

13.1 The Terms will continue to apply until terminated by either you or Chief Architect as set out below.

13.2 If you want to terminate this legal agreement with Chief Architect, you may do so by providing written notice to Chief Architect provided, however, that a terminated account may continue to exist for some period of time before such cancellation takes effect.

13.3 Chief Architect may at any time and for any reason, including a period of account inactivity, terminate your access to Chief Architect Services, terminate these Terms, or suspend or terminate your account and reassign your user ID. In the event of termination, your account will be disabled and you may not be granted access to your account or any files or other content contained in your account although residual copies of information may remain in our system.

13.4 Nothing in this Section shall affect Chief Architect's rights regarding provision of Services under Section 4 of the Terms.

13.5 When these Terms come to an end, all of the legal rights, obligations and liabilities that you and Chief Architect have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely shall be unaffected by this cessation, and the provisions of paragraph 21.7 shall continue to apply to such rights, obligations and liabilities indefinitely.

14. Indemnity

You agree to hold harmless and indemnify Chief Architect, and its subsidiaries, affiliates, officers, agents, and employees, advertisers or partners, from and against any third party claim arising from or in any way related to your use of Chief Architect Services, violation of these Terms or any other actions connected with use of Chief Architect Services, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, Chief Architect will provide you with written notice of such claim, suit or action.

15. Exclusion of Warranties

15.1 NOTHING IN THESE TERMS, INCLUDING SECTIONS 15 AND 16, SHALL EXCLUDE OR LIMIT CHIEF ARCHITECT'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

15.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

15.3 IN PARTICULAR, CHIEF ARCHITECT, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

- (A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS,
- (B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,
- (C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE,
- (D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED, AND
- (E) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH CHIEF ARCHITECT SERVICES WILL MEET YOUR EXPECTATIONS.

15.4 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

15.5 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CHIEF ARCHITECT OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

15.6 CHIEF ARCHITECT FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

16. Limitation of Liability

16.1 SUBJECT TO OVERALL PROVISION IN PARAGRAPH 15.1 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT CHIEF ARCHITECT, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

- (A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER

INTANGIBLE LOSS; RESULTING FROM: (I) THE USE OR THE INABILITY TO USE CHIEF ARCHITECT SERVICES; (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (III) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON CHIEF ARCHITECT SERVICES; OR (IV) ANY OTHER MATTER RELATING TO CHIEF ARCHITECT SERVICES
(B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

(I) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICES;
(II) ANY CHANGES WHICH CHIEF ARCHITECT MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);
(III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;
(III) YOUR FAILURE TO PROVIDE CHIEF ARCHITECT WITH ACCURATE ACCOUNT INFORMATION;
(IV) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL.

16.2 THE LIMITATIONS ON CHIEF ARCHITECT'S LIABILITY TO YOU IN PARAGRAPH 16.1 ABOVE SHALL APPLY WHETHER OR NOT CHIEF ARCHITECT HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

17. Copyright and Trademark Policies

17.1 It is Chief Architect's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminating the accounts of repeat infringers.

17.2 By submitting Content through the Chief Architect Services, you authorize Chief Architect to use your trademarks, service marks, trade names, proprietary logos, domain names and any other source or business identifiers in connection with Chief Architect's authorized distribution of the Content, including for promotional purposes.

18. Advertisements

18.1 Some of the Services could be supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the Services, queries made through the Services or other information.

18.2 The manner, mode and extent of advertising by Chief Architect on the Services are subject to change without specific notice to you.

18.3 You agree that Chief Architect shall not be responsible or liable for any loss or damage of any sort incurred by you as a result of any such dealings or as the result of the presence of such advertisers on Chief Architect Services.

18.3 In consideration for Chief Architect granting you access to and use of the Services, you agree that Chief Architect may place such advertising on the Services.

19. Other Content

19.1 The Services may include hyperlinks to other web sites or content or resources. Chief Architect may have no control over any web sites or resources which are provided by companies or persons other than Chief Architect.

19.2 You acknowledge and agree that Chief Architect is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

19.3 You acknowledge and agree that Chief Architect is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

20. Changes to the Terms

20.1 Chief Architect may make changes to the Universal Terms or Additional Terms from time to time. When these changes are made, Chief Architect will make a new copy of the User Agreement available at chiefarchitect.com and any new Additional Terms will be made available to you from within, or through, the affected Services.

20.2 You understand and agree that if you use the Services after the date on which the Universal Terms or Additional Terms have changed, Chief Architect will treat your use as acceptance of the updated Universal Terms or Additional Terms.

21. General Legal Terms

21.1 Sometimes when you use the Chief Architect Services, you may (as a result of, or through your use of the Services) use a service or download a piece of software, or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.

21.2 The Terms constitute the whole legal agreement between you and Chief Architect and govern your use of the Services (but excluding any services which Chief Architect may provide to you under a separate written agreement), and completely replace any prior agreements between you and Chief Architect in relation to the Services.

21.3 You agree that Chief Architect may provide you with notices, including those regarding changes to the Terms, by e-mail, regular mail, or postings on the Services.

21.4 You agree that if Chief Architect does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Chief Architect has the benefit of under any applicable law), this will not be taken to be a formal waiver of Chief Architect's rights and that those rights or remedies will still be available to Chief Architect.

21.5 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

21.6 You acknowledge and agree that each member of the group of companies of which Chief Architect is the parent shall be third party beneficiaries to the Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to the Terms.

21.7 The Terms, and your relationship with Chief Architect under the Terms, shall be governed by the laws of the State of Idaho without regard to its conflict of laws provisions. You and Chief Architect agree to submit to the exclusive jurisdiction of the courts located within the county of Kootenai, Idaho to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that Chief Architect shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.