

ARKADIUM PLAYER AGREEMENT

This Arkadium Player Agreement (the “Agreement”) between you ("you") and Arkadium Inc. (“Arkadium” or “we”), together with and incorporating all updates, supplements, additional terms, and Arkadium’s rules and policies, contains the material terms and conditions that govern your use of downloadable game applications (“Apps”) and websites owned and operated by Arkadium and associated with Arkadium’s offerings, including any e-mail newsletters published or distributed by or on behalf of Arkadium, and any other interactive features, online games or platforms owned and operated by Arkadium and associated with Arkadium’s offerings (collectively, including Apps, referred to as the “Arkadium Platform”), to the extent each of the foregoing is offered in the United States. By accessing or using the Arkadium Platform, you agree to be legally bound to this Agreement. If you do not agree to the Agreement as stated herein, you may not access or use the Arkadium Platform.

Please read this Agreement carefully. It contains important information regarding your legal rights. In particular, please review the Dispute Resolution section, below, which contains provisions regarding mandatory arbitration and waiver of your right to class relief or a jury trial. Your right to opt out of the Agreement’s dispute resolution provisions is detailed in the Dispute Resolution section below.

Arkadium respects the privacy of our users. Please take a few minutes to review our Privacy Policy <https://www.arkadium.com/privacy-policy/>.

As described below, you may be able to access and view some materials without registering for an account, but certain features may only be available if you register for a free account on the Arkadium Platform (a “Basic Account”), and additional features may only be available through a paid Arkadium Plus Membership (a “Plus Membership”), which is governed by this Agreement together with the supplemental terms and conditions found in the [Arkadium Plus Membership Agreement](#) (“Membership Agreement”). Additional terms and conditions may apply to some services offered on Arkadium Platform and may be found at the place where the relevant service is offered.

We may modify the terms of this Agreement from time to time. By continuing to use any of Arkadium’s offerings after we notify you of any such changes, you agree that you shall be deemed to have accepted such changes and updates. You agree that we may notify you by posting any such changes on the Arkadium website, and/or informing you by email if you have provided one in connection with a Basic Account or a Plus Membership. We may change, restrict access to, suspend or discontinue the Arkadium Platform, or any portion of the Arkadium Platform, at any time.

YOUR CONTINUED USE OF THE ARKADIUM PLATFORM FOLLOWING THE NOTIFICATION OF CHANGES TO THIS AGREEMENT MEANS YOU ACCEPT THOSE CHANGES. UNLESS WE PROVIDE YOU WITH SPECIFIC NOTICE, NO CHANGES TO OUR AGREEMENT SHALL APPLY RETROACTIVELY.

ACCESS TO THE SERVICE

By accessing or using the Arkadium Platform, you will be able to access and play Apps and content on Arkadium Platform, which may include videos, music, graphics, text, images, and photographs, on the terms and conditions set out in this Agreement.

AGE RESTRICTION

You must be at least 13 years old to play Arkadium's games. However, you must be at least 18 years old to register for a Plus Membership or create a Basic Account. By registering for a Plus Membership or creating a Basic Account, you warrant that you are at least 18 years old.

USER ACCOUNT INFORMATION AND SECURITY

When you sign up for a Basic Account or Plus Membership (collectively, an "Account"), you are responsible for all access to and use of your account. You are also responsible for your username and password, for keeping them confidential, and for all activities that are carried out under them. We recommend that you do not disclose your username, password, or payment details (if provided) to any other person. You agree to notify us immediately if you become aware of or suspect any unauthorized use of your password or username.

You agree that the information you supply during the registration process will be accurate and complete. You also agree not to (i) select, register, or attempt to register, or use a username of another person with the intention of impersonating that person; (ii) use a username of anyone else without authorization; (iii) use a username in violation of the intellectual property rights of any person; or (iv) use a username that may reasonably be considered offensive. Arkadium reserves the right to reject or terminate any username or password that, in its judgment, it deems offensive. You agree not to, and not to allow third parties to: (i) access any part of the Arkadium Platform service and/or create an Account using a virtual proxy network; or (ii) use your log in credentials to access your Account without authorization, or do anything else which allows you to gain unauthorized access to the Arkadium Platform, or any account, computer system, or network connected to the Arkadium Platform, by means such as hacking, password mining, or other illicit means. Further, you agree that you are responsible for all statements made and acts or omissions that occur on your account while your password is being used. Arkadium reserves the right to access and disclose any information including, without limitation, usernames of accounts and other information to comply with applicable laws and lawful government requests. Please inform Arkadium if there is a change in the information you provided at the time of your initial registration, including any change of address or name, by contacting customer service at support@arkadium.com.

ARKADIUM NAME AND CONTACT

Arkadium's contact information for any questions, complaints or claims that you have with respect to Arkadium Plus, the Arkadium Platform, a Basic Account or any App is support@arkadium.com, or go to our Arkadium Help Center page at <https://support.arkadium.com/>.

VIRTUAL GEMS

Holders of Accounts may purchase a virtual token ("Gems") that only has value and use within games on Arkadium.com. Gems can be used to activate special features in certain games. These may include special boosts for gameplay, the ability to make cosmetic changes to a game's appearance, or to skip certain advertisements.

You must be logged in to your Account to purchase or spend Gems. You can check your Gems balance and purchase history through your Account.

Once purchased, Gems are not transferable to anyone else, have no monetary value and cannot be exchanged for real currency, real goods or real services from us or anyone else. You agree that you do not have any right or title to Gems you purchase but instead you purchase a limited revocable license to use them on the Arkadium Platform.

If you do not connect your game play to an account that is linked either to your social network account or an Arkadium Account that you create with us, we will not be able to restore any Gems or other data associated with your Account to a different device.

Gems may be purchased in different-sized packs that will appear on the purchase page of the Arkadium Platform through which you access your account. The charge for any Gems you purchase through us shall be as stated on the purchase page at the time you place your order, except in the case of obvious error. All purchases of Gems are final, and we will not refund any transaction once it has been made. Prices for Gems exclude all applicable taxes, unless otherwise indicated. To the extent required by law, you agree to pay any such applicable taxes. We accept payment through our payment processing partners, as described in the Billing section herein.

We reserve the right to revise the pricing for Gems, policies regarding the grant of extra “bonus” Gems, or expiration of Gems, at any time, all of the foregoing subject to applicable laws. We may limit the number of Gems that you may purchase at any one time and/or limit the total number of Gems that you may hold in your Account. You may only obtain Gems from us or our authorized partners.

YOU ACKNOWLEDGE THAT ARKADIUM IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED GEMS WHEN YOUR ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

BILLING

When you are signed in to your Account, you may purchase Gems and check the balance of Gems remaining in your Account.

The purchase of Gems is entirely optional. If you choose to purchase Gems, you will be charged using the payment method you designate (the “Primary Payment Method”). In addition, you may have the option to provide a backup payment method to be associated with your Account. In the event you submit a second payment method, you hereby authorize Arkadium to charge such backup payment method in the event the Primary Payment Method cannot be charged. If you are eligible for a promotional offer involving a discount, your bill and payments will be reduced accordingly for the promotional period.

If we bill you directly for your purchase of Gems, you may go to the “My Account” section in your Account to view your billing information or to change your payment method for future payments.

If a payment for Gems is not successfully settled, because your Primary Payment Method has expired and there is no viable backup payment method associated with your Account, you have insufficient funds, or otherwise, and you do not change your payment method, we shall not credit your Account with any Gems until we (or the relevant third party) have obtained a valid payment method. When you

update your payment method in your account, you authorize us to charge the updated payment method for your Gems and you remain responsible for any uncollected amounts.

We may use a third-party payment processor, such as Recurly or a replacement processor, to process credit card transactions or other payment methods. For some payment methods, the relevant issuer may charge you certain fees, such as a foreign transaction fee or other fees relating to the processing of your payment method. Local taxes and charges may vary depending on the payment method used. You will be solely responsible for any such taxes and charges which may apply. Check with your payment provider for details.

REFUNDS AND CREDITS

Subject to your applicable non-waivable statutory rights, payments are non-refundable and there are no refunds or credits for unused Gems. At any time, and for any reason, at Arkadium's sole discretion, we may provide a refund, discount, or other consideration to some or all our players who have purchased Gems or otherwise made payments for services offered through the Arkadium Platform. If we do this for any reason this does not mean we are obligated to do so again, even in the same circumstances.

If you signed up for an Account through a third party (for example, an app-store or via one of our partners) and encounter any problems with billing or payments, please contact that third party in respect of any refunds or credits relating to any payments you have made in accordance with that third party's terms. For any other issues relating to your Account, you can contact us at support@arkadium.com.

TERMINATION OR SUSPENSION

Arkadium may terminate or suspend your Account if Arkadium reasonably determines that (i) there is a threat or attack on the Arkadium Platform or any related services; (ii) your use of the Account disrupts or poses a security risk to the Arkadium Platform or to any other customer or third-party partner of Arkadium; or (iii) you are using the Arkadium Platform for fraudulent or illegal activities. Arkadium will have no liability for any damage, liabilities, losses, or any other consequences that you may incur as a result of a termination or suspension of your Account.

LIMITATIONS OF YOUR USE OF ARKADIUM'S CONTENT

The Apps, Arkadium Platform and additional materials available through Arkadium are the property of Arkadium or its licensors, and are protected by copyright, trademark, and other intellectual property laws. You are free to play our games, print, and display for your personal, non-commercial use and otherwise use the Arkadium Platform for the purposes intended. But you may not otherwise modify or reproduce any of the materials without the prior written consent of the owner. You may not distribute, disseminate or otherwise publicly display any content or materials found on the Arkadium Platform in any form without prior written permission from Arkadium. Of course, you are free to encourage others to access the games themselves on Arkadium.com or other offerings on the Arkadium Platform and to tell them how to find it. You will not remove any copyright, trademark or other proprietary notices from material found on the Arkadium Platform.

DISAGREEMENTS

If you disagree with any material you find on the Arkadium Platform, we recommend that you respectfully note your disagreement in an appropriate communication to us at DPO@arkadium.com. We also invite you to bring to our attention any material you believe to be factually inaccurate or in violation of our rules or code of conduct by contacting our representatives at support@arkadium.com.

RULES FOR SWEEPSTAKES, CONTESTS, OR SIMILAR PROMOTIONS Any sweepstakes, contests, raffles, surveys, or similar promotions made available through the Arkadium Platform may be governed by specific rules that are separate from and in addition to this Agreement. By participating in any such sweepstakes, contest, raffle, survey, or similar promotion, you will become subject to those rules, which may vary from those set forth herein, and which are incorporated into this Agreement. Arkadium urges you to read the applicable rules, which may be linked from the particular activity.

ENTERTAINMENT PURPOSES ONLY The services and games provided through the Arkadium Platform are for entertainment purposes only and may not be used in connection with any form of gambling or wagering.

DISCLAIMER FOR APPLE APP STORE APPS

- **Acknowledgement:** You and Arkadium acknowledge that the Agreement is binding between You and Arkadium, and not with Apple, and that Arkadium, not Apple, is solely responsible for Arkadium games available through Apple's App Store ("Licensed Apps") and the content thereof. To the extent that the Agreement provides for usage rules for Licensed Apps that are less restrictive than, or in conflict with, the usage rules set forth in the Apple Media Services Terms and Conditions, the Apple Media Services Terms and Conditions shall apply.
- **Scope of License:** The license granted to you for any Licensed App is limited to a non-transferable license to use the Licensed App on any Apple-branded Products that you own or control and as permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions, except that such Licensed Apps may be accessed and used by other accounts associated with you via Family Sharing.
- **Maintenance and Support:** Arkadium is solely responsible for providing any maintenance and support services with respect to the Licensed Apps, as specified in this Agreement, or as required under applicable law. You and Arkadium acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Apps.
- **Warranty:** Arkadium is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of a Licensed App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Licensed App to you; and that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Licensed App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Arkadium's sole responsibility.
- **Product Claims:** You and Arkadium acknowledge that Arkadium, not Apple, is responsible for addressing any claims of you or any third party relating to a Licensed App or the end-user's possession and/or use of that Licensed App, including, but not limited to: (i) product liability claims; (ii) any claim that the Licensed App fails to conform to any applicable legal or regulatory requirement; and (iii) claims

arising under consumer protection, privacy, or similar legislation. The Agreement does not limit Arkadium's liability to you beyond what is permitted by applicable law.

- **Intellectual Property Rights:** You and Arkadium acknowledge that, in the event of any third-party claim that the Licensed App or your possession and use of that Licensed App infringes that third party's intellectual property rights, Arkadium, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- **Legal Compliance:** You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- **Third Party Terms of Agreement:** You must comply with applicable third-party terms of agreement when using a Licensed App.
- **Third Party Beneficiary:** You and Arkadium acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of the Agreement, and that, upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement against you as a third-party beneficiary thereof.

DISCLAIMER OF WARRANTIES AND LIABILITY We work hard to make the Arkadium Platform a unique and enjoyable place, but we cannot guarantee that our users will always find everything to their liking. Please read this disclaimer carefully before using the Arkadium Platform.

YOUR USE OF THE ARKADIUM PLATFORM IS AT YOUR SOLE RISK. THE ARKADIUM PLATFORM (INCLUDING, WITHOUT LIMITATION, ALL INFORMATION CONTAINED HEREIN AND ALL ONLINE GAMES, DOWNLOADABLE GAMES AND APPS, ARKADIUM PLATFORM, VIRTUAL GOODS, GEMS OR OTHER VIRTUAL GAME CURRENCY, AND SERVICES) IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO THIS PLATFORM, DOWNLOADABLE GAMES AND APPS, VIRTUAL GAMES, VIRTUAL GOODS, GAME CURRENCY, OR ANY INFORMATION OR SOFTWARE THEREIN. WITHOUT DEROGATING FROM THE FOREGOING, NEITHER ARKADIUM NOR ITS AFFILIATES, OR ANY OF THEIR DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS, DISTRIBUTORS, LICENSEES OR LICENSORS (COLLECTIVELY, INCLUDING ARKADIUM, "COMPANY PARTIES") WARRANT THAT THE ARKADIUM PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO ACTIONS FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR BREACH OF WARRANTY, OR OTHERWISE, SHALL COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, BUSINESS, GOODWILL OR DATA, COST OF PROCURING SUBSTITUTE GOODS, SERVICES OR INFORMATION, LITIGATION OR THE LIKE) THAT RESULT FROM THE USE OF OR INABILITY TO USE THE ARKADIUM PLATFORM, OR LOSS OF DOWNLOADABLE GAMES OR APPS, VIRTUAL GAMES, VIRTUAL GOODS OR GAME CURRENCY, NOR SHALL COMPANY PARTIES BE RESPONSIBLE FOR ANY DAMAGES WHATSOEVER THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES,

ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE WHETHER OR NOT CAUSED BY EVENTS BEYOND ARKADIUM'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO THIS PLATFORM'S RECORDS, PROGRAMS, OR SERVICES, EVEN IF YOU OR COMPANY PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO A NEGLIGENT ACT, WILL COMPANY PARTIES BE LIABLE FOR ANY DAMAGE OF ANY KIND THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE ARKADIUM PLATFORM, DOWNLOADABLE GAMES OR APPS, VIRTUAL GAMES, VIRTUAL GOODS, OR GEMS OR OTHER GAME TOKENS, EVEN IF COMPANY PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, OUR LIABILITY TO YOU AND YOUR ABILITY TO RECOVER DAMAGES FROM COMPANY PARTIES SHALL BE LIMITED TO FEES YOU PAID TO PURCHASE VIRTUAL GOODS OR GAME CURRENCY, IF ANY, AND NO OTHER FORM OF OR GREATER DAMAGE SHALL BE PERMITTED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY AS SET FORTH IN THIS SECTION; AS A RESULT, AND SOLELY TO THAT EXTENT, SOME OR ALL OF THE ABOVE LIMITATION(S) OR EXCLUSION(S) MAY NOT APPLY TO YOU.

RELEASE If you have a dispute with one or more other users of the Arkadium Platform, you release Company Parties from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected, and unsuspected, disclosed, and undisclosed, arising out of or in any way connected with such disputes.

INDEMNITY You agree to indemnify, defend, and hold harmless Company Parties from and against all losses, expenses, damages, and costs (including reasonable attorneys' fees) resulting from any violation of this Agreement or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing any App or Arkadium Platform using your account.

DISPUTE RESOLUTION

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND HOW CLAIMS THAT YOU AND ARKADIUM HAVE AGAINST EACH OTHER ARE RESOLVED.

Any claim, controversy or dispute that arises between the parties, their agents, employees, officers, directors or affiliates ("Dispute") that the parties are unable to settle through consultation and negotiation shall be exclusively resolved by binding arbitration, and not in court, except that you may assert claims in small claims court for disputes within the jurisdiction of such court. You or Arkadium may also bring suit in court to seek injunctive or declaratory relief for infringement or other misuse of intellectual property rights.

In any arbitration under this Agreement, a single arbitrator shall be selected by mutual agreement of the parties in accordance with AAA procedures from a list of qualified arbitrators maintained by the AAA and will conduct the arbitration under the rules of the AAA then in effect, except as otherwise provided in this Agreement. The AAA rules may be found at <https://www.adr.org/Rules> or by calling the AAA at 1-800-778-7879. If the parties are unable to agree to an arbitrator, then the AAA will appoint the arbitrator in accordance with the AAA Rules. The arbitration shall be conducted in New York County, New York and all expedited procedures prescribed by the AAA rules will apply. You may choose to have the arbitration conducted by telephone, on the basis of written papers and documents submitted to the arbitrator, or in person. The arbitration shall be treated as confidential.

Before commencing an arbitration, you must send a letter describing your claim and the specific relief you seek to Arkadium, Inc., 19 W 21st Steet, Suite 1001, New York, NY 10010 by certified mail, Federal Express, UPS, or Express Mail (signature required). Arkadium shall have thirty (30) days to attempt in good faith to resolve your claim before you commence arbitration. If you and Arkadium are unable to reach a settlement within 30 days, either party may commence an arbitration.

IN CONNECTION WITH YOUR AGREEMENT TO ARBITRATE, YOU WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASS-WIDE BASIS, THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR OTHERWISE PRESIDE OVER ANY FORM OF ANY CLASS OR REPRESENTATIVE PROCEEDING UNLESS ALL PARTIES CONSENT IN WRITING.

This Agreement and all matters arising out of, or otherwise relating to, this Agreement shall be governed exclusively by the laws of the State of New York, excluding its conflict of law provisions. YOU UNDERSTAND THAT THERE IS NO JURY IN ARBITRATION AND THAT COURT REVIEW OF AN ARBITRATOR'S DECISION IS LIMITED. YOU AND ARKADIUM BOTH WAIVE ANY RIGHT TO A TRIAL BY JURY.

Any decision or award as a result of an arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact. The arbitrator's decision and award shall be final, conclusive and binding, and judgment may be entered upon the decision and award in accordance with applicable law in any court having jurisdiction thereof. Subject to the terms of this Agreement, the arbitrator shall have the right to award any damages permitted by law, including, if otherwise permitted by statute, your reasonable attorney's fees and costs incurred in connection with an arbitration. Arkadium waives any right to seek recovery of its own attorney's fees and costs unless the arbitrator determines that your claims were frivolous or asserted for an improper purpose. Payment of all filing and AAA fees will be governed by the AAA's rules.

You may opt out of this arbitration provision within 30 days of the start date of your Arkadium Plus Membership. You may notify Arkadium of your intent to opt out of the arbitration provision by providing your full name, email address, and a clear statement of your intent to opt out. The written statement of your intent to opt out must be provided by (1) sending an email to DPO@arkadium.com or (2) sending a letter by U.S. mail certified return-receipt or any nationally recognized delivery service (Federal Express, UPS) to: Arkadium, Inc., 19 W 21st Street, Suite 1001, New York, NY 10010.

CHOICE OF LAW This Agreement has been made in and shall be construed in accordance with the laws of the State of New York, without giving effect to any conflict of law principles.

The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16).

CHOICE OF FORUM By using the Arkadium Platform, you agree that the exclusive jurisdiction for any Dispute not subject to the arbitration provision discussed above shall be the state and federal courts located in New York.

SEVERABILITY In the event that any portion of this Agreement is found to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the enforceability or validity of any other portion of this Agreement, which shall remain in full force and effect and be construed as if the invalid or unenforceable portion were not part of the Agreement.