

TERMS OF SERVICE APPLICABLE TO BOXABL THIRD-PARTY SERVICE DIRECTORY

These Terms of Service constitute a legally binding agreement between you and Boxabl, Inc. ("Boxabl") governing your use of the Boxabl Third-Party Service Directory ("TPSD") and Boxabl's website (<https://www.Boxabl.com>) or any portions, pages, or subdivisions thereof (collectively, the "Site").

1. Binding Effect and Consent to Access and Use the TPSD

You are permitted to use the TPSD and the information contained therein subject to, and in consideration of, your agreement to the terms and conditions contained in these Terms of Service, which may be modified, amended or replaced by Boxabl from time to time, in Boxabl's sole discretion. Such modifications will become effective immediately upon posting. It is your responsibility to review these Terms and Conditions on a regular basis to keep yourself informed of any changes. You understand and agree that your access to and use of the TPSD is the legal consideration for your acceptance of these Terms and Conditions, as may be modified from time to time.

You understand and agree that by using the TPSD, or by submitting any information to Boxabl to be included therein, you accept all of the terms and conditions included in these Terms of Service and all future amendments and additions thereto that Boxabl may publish on the Site from time to time (collectively, the "Agreement"), with the full knowledge that the Agreement affects your legal rights as against Boxabl, including but not limited to waivers and limitations of such rights, and the process by which you may seek recourse against Boxabl.

BY ACCESSING THE TPSD, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE, WITHOUT LIMITATION OR QUALIFICATION, TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THESE TERMS OF SERVICE AND THE AGREEMENT, INCLUDING DISPUTE RESOLUTION AND ARBITRATION PROVISIONS, JUST AS IF YOU HAD PHYSICALLY SIGNED THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT USE OR ACCESS THE TPSD.

2. Purpose and Description of the TPSD

The TPSD is a web-based directory of (a) providers of services ("Providers") that may be of interest to Boxabl's customers, potential customers, and other users of the Site, which may be individuals or businesses ("Users"), and (b) Users that may be interested in purchasing or receiving services that Providers may offer. By submitting information to Boxabl in connection with the TPSD, Providers consent to Boxabl's use of that information in connection with the TPSD, and to Boxabl's disclosure of that information to Users.

Provider Business Information.

In hosting and maintaining the TPSD, Boxabl, may allow, in its sole discretion, registered Providers to list the name, website address (linked to the Provider's website), logo, business license number, states in which Providers offer services, and contact information (email and telephone) for their business, with a brief description of the business and the services offered (collectively, "Provider Business Information"). Providers understand and agree that Boxabl is not involved in the creation of Provider Business Information, and shall not be responsible to make any attempt to monitor, review or verify the Provider Business Information contained in the TPSD. Providers are solely responsible for Provider Business Information, and Boxabl merely acts as a passive conduit the display of such information in the TPSD. Boxabl, in its sole discretion, may allow Users to access the TPSD and the Provider Business Information contained therein. If Users have an interest in contacting Providers, they may do so directly, and in their own sole discretion. Boxabl plays no role in facilitating such contact, other than including Providers' contact information in the Provider Business Information contained on the TPSD.

Boxabl may fail, or may, in its sole discretion, refuse or decline, to list any Provider Business information in the TPSD for any reason or no reason. Further Boxabl, in its sole discretion, may limit or remove Provider Business Information from the TPSD at any time and for any reason, and that Boxabl, in its sole discretion, may modify or discontinue the TPSD at any time and for any reason. Providers understand and agree that Boxabl shall not be responsible for errors, omissions, or any incorrect, inaccurate or outdated information contained in the Provider Business Information listed on the TPSD. It shall be Providers' sole obligation to review the Provider Business Information as included on the TPSD for accuracy periodically, and to inform Boxabl of any errors that may be contained therein, in which case Boxabl will use reasonable efforts to correct such errors. Upon written request of Provider will remove Provider's Business Information from the TPSD.

Providers are solely responsible for identifying and obtaining any permits, licenses, registrations and similar authorizations required by applicable law for the performance of services offered to Users.

Consumer Information.

Boxabl, may in its sole discretion, deliver Consumer Information to Provider and/or permit Users, certain customers of Boxabl or registered users of the Boxabl online and mobile resources to list, in the TPSD, their Consumer Information where "Consumer Information" means the name, contact details of Boxabl's current or prospective customers and/or users of the Boxabl online and mobile resources, and a brief description of interest in Boxabl products or Provider services.

With respect to any Consumer Information made available to Provider by Boxabl by either direct delivery or via the TPSD ("Posted Consumer Information"), Provider shall

be Boxabl's processor and may only use such Consumer Information for the purpose of describing Provider's services as relates to Boxabl's products and quoting fees therefor. Provider shall not sell or share (as those terms are defined under applicable data protection law) or otherwise commercialize or monetize such Posted Consumer Information, nor shall Provider engage in any manner or through any means, geolocation, geo-tracking, cross-contextual behavioral analysis or any related or similar activity with respect to any subject of the Posted Consumer Information. Provider shall promptly inform Boxabl of any rights request received from the subject of any Posted Consumer Information, and shall not reply to such request until it receives instruction from Boxabl. Provider shall implement, and will maintain for the duration of its possession of Posted Consumer Information and thereafter for so long as Provider accesses or stores Posted Consumer Information, an independently audited enterprise-wide corporate information security and privacy program that includes fully implemented physical, technical, organizational, administrative and other security measures designed to protect, in accordance with applicable law and more generally in a manner consistent with accepted industry standards and best practices, against anticipated or actual threats or hazards to the confidentiality, security or integrity of Posted Consumer Information, as well as destruction, loss, unauthorized access to or unauthorized use of, Posted Consumer Information (the "Security Program").

Immediately upon becoming aware of a violation of the Security Program potentially affecting the Posted Consumer Information and/or any actual or reasonably likely Security Event (where "Security Event" means unauthorized access, acquisition, disclosure, or use of Posted Consumer Information) while it is or should have been in the custody, care or control of Provider, Provider shall, at its sole cost and expense, take all commercially reasonable steps to contain and remediate such Security Event and prevent further adverse effects. If Provider confirms the occurrence of a Security Event, Provider shall further, at its sole cost and expense: (a) provide Boxabl with written notice (including, at a minimum, a reasonably detailed description of the event, the means through which it was discovered and the steps being taken contain and/or prevent further adverse effects) as soon as commercially practicable, but in any event, no less than 48 hours following detection thereof; (b) update Boxabl at an agreed frequency until the Security Event is contained and its root cause determined; and (c) preserve all information and evidence related to the Security Event (including by suspending routine overwriting or deletion of data or log files).

With respect to any personal data collected by Provider directly from Users, Boxabl's current or prospective customers or registered users of Boxabl's online or mobile resources, Provider shall be an independent controller or business (respectively under applicable data protection law) with respect to such personal data and, as such, shall be solely responsible for its and its agents and representatives acts and omissions with respect to such personal data. Provider and Boxabl are not, and shall not be deemed to be, engaging in the same or similar processing with respect thereto or to be acting as joint controllers in any capacity.

With respect to all personal data received hereunder, regardless of source, in addition to such other indemnities as may be set forth herein, Provider shall indemnify, defend and hold Boxabl harmless from all claims and damages resulting from a breach of the obligations herein and any Security Event and notwithstanding anything to the contrary in any separate contract between Boxabl and Provider.

Providers understand and agree that Boxabl does not, and is not required to, investigate or confirm that Users are who they claim to be or have a *bona fide* interest in the services offered by Providers. Boxabl makes no representations or warranties whatsoever to Providers as to the abilities, integrity, responsibility, finances, competence, qualifications or other attributes of Users. Providers understand and agree that are solely responsible to investigate all aspects of the Users, and to determine for themselves whether to contact, perform services for, or engage in any business relationship with them.

PROVIDERS AND USERS ARE INDEPENDENT ENTITIES, AND ARE NOT EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, AFFILIATES OR FRANCHISEES OF, NOR JOINT VENTURERS WITH, BOXABL.

3. Provider Representations.

Providers hereby represent and warrant to Boxabl that:

- they will not submit information to the TPSD in any language other than English, and that all information submitted shall be truthful, and will not contain illegal, obscene or pornographic content, or offensive, harmful, abusive or sexually explicit, racist, discriminatory, libelous or defamatory language;
- they will not use information obtained by means of the TPSD for any purpose prohibited by this Agreement;
- they will respect the privacy and data protection rights of Boxabl and Users;
- they will not provide Boxabl with any intellectual property that they do not own or do not have permission to use;
- no information submitted to the TPSD will violate any third-party's privacy rights, or infringe on any third-party's intellectual property rights;
- in their interactions with Boxabl and with Users, they will act in accordance with all applicable laws, and in good faith;
- they will not state, represent or imply, in connection with the TPSD or otherwise, without Boxabl's prior written consent, that they are employed by, engaged by, endorsed or recommended by, affiliated with, or otherwise acting on behalf of, Boxabl;

-they will not use any manual or automated process to interfere with the proper working of the TPSD or any other portion of the Site;

-information submitted to the TPSD will not contain any viruses or other computer programs or code capable of damaging, modifying, copying or interfering with any system or data of Boxabl, Users or other Providers, or capable of tracking or reporting their data or activities; and

-they will not copy, download, or collect, the personal or business information of Users or Providers contained on the TPSD or the Site for resale, redistribution, republication of any purpose other than as permitted in this Agreement.

Notwithstanding the foregoing representations, Providers understand and agree that Boxabl is not involved in, or responsible for, any direct or indirect communication between Users and Providers, or the negotiation or performance of contractual obligations by Users or Providers with regard to each other, and shall not be liable for any false or misleading statements made by Users or Providers in connection with the TPSD or their use thereof.

4. Limitations on Use of Information Received through the TPSD

Providers understand, agree, represent and warrant that they shall not use User Information, or any other information received from Users or Boxabl through, or as a result of, the TPSD, for the purposes of promoting, offering, marketing or selling (i) the products of BOXABL's competitors, or (ii) services relating to such products, without the prior, express, written consent of BOXABL, which BOXABL shall be entitled to refuse or condition in its sole discretion.

5. Account, Password, Security, and Unauthorized Use

Providers must register with Boxabl and create an account in order to use the TPSD (an "Account"). Account holders are solely responsible for protecting, and maintaining the confidentiality of, any Account credentials, including but not limited to any applicable password. Account holders are solely and fully responsible for all activities that occur under their accounts, even if not intended or authorized. Providers understand, agree, and represent to Boxabl that by allowing any other person(s) to access or use the TPSD with their Account credentials, they have the authority to, and shall be responsible to, bind such other person(s) to the terms and conditions of this Agreement, and shall be responsible for the actions of such other person(s). Providers shall report any known or suspected unauthorized use of their Account to Boxabl immediately.

6. Intellectual Property Rights and Licenses

Boxabl Intellectual Property

Providers understand and agree that Boxabl is and shall be deemed the sole owner and Boxabl trademarks, service marks, trade names, logotypes product names, and other Boxabl intellectual property including but not limited to commercial symbols or copyrighted material owned by, identifying or identified with Boxabl (collectively, "Boxabl Intellectual Property"). Providers further agree that, with the sole exception of Provider Business Information that may be included therein, the TPSD, and all text, graphics, images, designs, data, content, and the arrangement and formatting thereof for display in the TPSD is solely owned by Boxabl, and shall be deemed included as part of Boxabl Intellectual Property. The inclusion of Provider Business Information in the TPSD shall not convey to Providers any rights in, or to use, such Boxabl Intellectual Property in any way or for any purpose. Providers may not copy, download, use, retransmit any Boxabl Intellectual Property from the TPSD or the Site, for any purpose, without Boxabl's express prior written consent. Providers further agree not to infringe, misappropriate or claim any ownership interest in, or license to, Boxabl Intellectual Property. Providers further agree not to use BOXABL's corporate name, internet address, the names of any employee or agent of Boxabl, or any Boxabl Intellectual Property in Provider Business Information and in any of Providers' sales, promotional, advertising material, without the prior written consent of Boxabl.

Provider Intellectual Property

Providers hereby grant Boxabl a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, license to include, use, and display, as part of or in connection with the TPSD, any intellectual property that Providers may have or own with respect to Provider Business Information submitted to Boxabl in connection with the TPSD. This license shall extend to all copyrights, trademark, and all other intellectual property and publicity rights that Providers may have in such Provider Business Information, including but not limited to all personal, business and product names, text, graphics, images, designs, data, sounds and other content, and the arrangement and formatting thereof.

7. Risk of Use

While Boxabl will make reasonable commercial efforts to maintain the safety and operability of the TPSD, Boxabl cannot and does not warrant that the TPSD will be free from malfunctions, malware, computer viruses, system failures, or other harmful or malicious attacks, including during hyperlink to or from Provider websites. Boxabl cannot and does not guarantee that any Provider Business Information will not be intercepted, deleted, modified or used by third parties while hosted on, or being uploaded to or downloaded from the TPSD. Providers are solely responsible for, and hereby assume, all risks associated with their use of the TPSD.

8. Disclaimer / Limitation of Liability

Providers understand and agree that Boxabl's operation of the TPSD is expressly conditioned on the following limitation of Boxabl's liability to Providers. To the greatest extent permissible under applicable law, Providers understand and agree that Boxabl hereby disclaims, on behalf of itself and its parent companies, subsidiaries or affiliated persons or entities, and their respective members, joint venturers, purchasers, agents, attorneys, insurers, employees, representatives, stockholders, directors, officers, successors and assigns ("Boxabl Entities"), all implied warranties including those of fitness for purpose, merchantability and non-infringement, and all liability to Providers for any losses, costs, liabilities, damages (whether direct, indirect, incidental, actual, consequential, special or exemplary), expenses, claims, demands, and controversies of any kind, known or unknown, arising out of or resulting from:

- (i) their use of, or inability to use, the TPSD;
- (ii) interactions, agreements, transactions or disputes between Providers and Users arising out of their use of the TPSD;
- (iii) their submission of any Provider Business Information to Boxabl, and / or Boxabl's use thereof, in connection with the TPSD;
- (iv) the breach of any of the terms, conditions, representations and / or warranties included in this Agreement;
- (v) the violation of any law or regulation by Boxabl or Providers; and / or
- (vi) Boxabl's infringement of intellectual property rights of Providers or other third parties.

Notwithstanding the foregoing disclaimer of liability, which Providers hereby accept in its entirety, in the event it is determined that any Boxabl Entities are nevertheless held liable to Providers for damages, Providers agree that the aggregate liability of each Boxabl Entity for such damages, whether arising under contract, tort or strict liability theories of recovery, shall not exceed One Hundred Dollars (\$100.00).

9. Waiver and Release of Claims

In consideration Boxabl's creation and maintenance of the TPSD and allowance of access thereto to Provider, to the greatest extent permitted by law, Providers hereby remise, release, and forever discharge Boxabl and all Boxabl Entities, jointly and severally, of and from all claims, causes of action, liabilities, demands, warranties, damages (including direct, indirect, incidental, actual, consequential, economic, special, or exemplary damages), administrative complaints, sums of money, accounts, costs and expenses of whatever kind and nature, whether in law or equity, of every kind, character and description, known and unknown, suspected and unsuspected, disclosed and undisclosed (collectively, "Claims"), which Purchasers may now have, ever had, or hereafter may have, relating in any way to the TPSD. For the avoidance of any doubt, Providers hereby remise, release and discharge Boxabl Entities from and against any past, present and future Claims against Boxabl Entities arising out of or in any way connected with any submission of Provider Business Information or User Information to

Boxabl, Boxabl's failure or refusal to include or correct Provider Business Information or User Information in the TPSD, the inclusion of incorrect Provider Business Information or User Information in the TPSD, and Providers' and Users' engagement and/or interactions with each other as a result of the use of the TPSD.

PROVIDERS HEREBY ACKNOWLEDGE THAT CALIFORNIA CIVIL CODE § 1542 PROVIDES THAT "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." PROVIDERS HEREBY IRREVOCABLY WAIVE THE PROTECTIONS OF THIS SECTION 1542 AS WELL AS THE PROTECTIONS OF ANY SIMILAR LAWS IN ANY OTHER APPLICABLE JURISDICTIONS.

10. Indemnification

To the greatest extent permitted by law, Providers shall defend, indemnify and hold harmless Boxabl and all other Boxabl Entities, jointly and severally, from and against all losses, costs, liabilities, damages, expenses, claims and demands (including reasonable attorney's fees), arising out of or resulting from

- (vii) their use of, or inability to use, the TPSD;
- (viii) interactions, agreements, transactions or disputes between Providers and Users arising out of their use of the TPSD;
- (ix) their submission of any Provider Business Information to Boxabl for use in connection with the TPSD and/or their use of User Information;
- (x) their breach of any of the terms, conditions, representations and / or warranties included in this Agreement;
- (xi) their violation of any law or regulation;
- (xii) their infringement of intellectual property rights of Boxabl, or other third-parties; and / or
- (xiii) the enforcement of this indemnification provision, or any other provision of this Agreement provision of this Agreement, by Boxabl Entities.

The foregoing obligations shall not be construed to negate, abridge, or reduce other indemnification rights that Boxabl Entities may have as against Providers, or other obligations of indemnity that Providers may owe to Boxabl Entities, pursuant to applicable law.

Notwithstanding the defense obligations of Providers set forth above, and without prejudice to any right of indemnification, Boxabl reserves the right, in its own sole discretion and at its own expense, to assume the exclusive defense and control of any matter for which Providers owe Boxabl an obligation of indemnification, including but not limited to the right to settle such matter on reasonable terms.

11. Dispute Resolution by Arbitration; Exceptions, Venue

(a) Resolution Period. In the event of any dispute between a Provider and Boxabl or any other Boxabl Entities, any aggrieved party shall first send a written notice to the other party describing the nature of the dispute and the desired resolution. Boxabl's address for such notice is Boxabl, Inc., Legal Department, 5345 E. North Belt Road, North Las Vegas, Nevada, 89115, USA. Providers' addresses for such notice shall be the addresses included in the Provider Business Information. Following such written notice, Providers and Boxabl agree to discuss the matter for a period of thirty days ("Resolution Period") in a good faith effort to resolve the dispute to their mutual satisfaction, which period can be extended by mutual written agreement.

(b) Arbitration. To the greatest extent permissible under applicable law, and except as expressly provided in subsection 11(c) below, in the event that any dispute between the a Provider and any Boxabl Entity cannot be resolved within the Resolution Period, Providers expressly agree to proceed exclusively with binding arbitration for any claim or dispute arising out of or relating to this Agreement of the TPSD, in a proceeding before a single arbitrator to be administered by the American Arbitration Association ("AAA") in accordance with the Expedited Procedures of the Commercial Arbitration Rules of the AAA, and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules", both of which are available at the AAA website (www.adr.org)). All Arbitration proceedings shall be conducted in Clark County, Nevada, (or at the AAA offices located most closely thereto) to the exclusion of all other jurisdictions, to the extent permitted by law, unless Boxabl agrees to the contrary, in writing, in its sole discretion. The arbitration proceeding shall be held before a single arbitrator mutually agreed upon by the parties, except that if the parties cannot agree on such single arbitrator within ten (10) days after names of potential arbitrators have been proposed by each side, then the AAA's assigned case administrator shall select the arbitrator. The arbitrator's decision must be based on applicable law. The prevailing party in the arbitration shall be entitled to recover its costs and its reasonable attorney fees from the other party, to the extent authorized by applicable law or the applicable AAA Rules. Any court of competent jurisdiction shall have the authority to enter judgment upon the arbitrator's decision / award. PROVIDERS UNDERSTAND AND AGREE THAT THEY ARE WAIVING THEIR RIGHTS TO SUE IN A COURT OF LAW, AND TO HAVE A JURY DETERMINE THEIR CLAIMS, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT TO ARBITRATE. Providers understand and agree that this waiver and consent is a material inducement to Boxabl to establish and maintain the TPSD, and to include Provider Business Information and User Information thereon. The arbitrator shall be required to issue a reasoned decision in writing.

(c) Limitations on Arbitration. The arbitrator may only resolve disputes between the Providers and Boxabl Entities, and may not consolidate such disputes with the claims of other third parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of other third parties regarding Boxabl products, nor can the arbitrator hear any disputes seeking to enforce or protect intellectual property rights, disputes that may be brought in small claims court, disputes that an applicable federal statute

precludes from being resolved in arbitration, and any claim for injunctive relief. Except as provided in subparagraph 11(d), if there is a question about the arbitrability of any dispute (including questions about the applicability, validity or enforceability of this arbitration agreement), such question shall be determined by the arbitrator. If a court or arbitrator decides that any part of this agreement to arbitrate (including but not limited to the Class Action Waiver set forth in subparagraph 11(d) below) cannot be enforced as to a particular claim for relief or remedy, then that claim or remedy (and only that claim or remedy) can be brought in court and any other claims must be arbitrated. Providers irrevocably agree that any legal action or proceeding contemplated by this subparagraph 11(c) must be brought and determined in a state or federal court located in Las Vegas, Nevada, in Clark County. Providers hereby irrevocably submit to the exclusive jurisdiction of the aforementioned courts and agree not to commence any action, suit or proceeding except in such courts.

PROVIDERS UNDERSTAND AND AGREE THAT THEY ARE WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ALL CLAIMS, EXCEPT AS EXPRESSLY PROVIDED IN THIS ARBITRATION AGREEMENT.

12. Limitations Period

Providers understand and agree that, notwithstanding any contrary law or regulation, claim or cause of action arising out of or related to this Agreement or the use of the TPSD shall be barred if not filed within one (1) year after the accrual thereof.

13. Governing Law

All disputes arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Nevada, without giving effect to any choice of law rules or any principle calling for application of the law of any other jurisdiction.

14. No Agency; No Employment

No agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by this Agreement.

15. No Third-Party Beneficiary

No individual or entity shall be a third-party beneficiary of this Agreement. These terms and conditions are solely for the benefit of the parties to this Agreement and are not intended to and shall not be construed to provide any benefit or rights whatsoever with respect to the actions or inaction of Boxabl, Providers or Users in connection with the TPSD.

16. Entire Agreement

This Agreement constitutes the entire agreement between the Boxabl and Providers with respect to the TPSD. ONLY THE TERMS AND CONDITIONS SET FORTH IN WRITING IN THIS AGREEMENT ARE ENFORCEABLE AGAINST BOXABL, AND NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN AGREEMENT SHALL BE ENFORCEABLE AGAINST BOXABL.

17. Modification

Providers understand and agree that Boxabl, in its sole discretion, may make additions, deletions and other modifications to the Terms and Conditions of this Agreement at any time, and without notice to Providers, and that such additions, deletions and modification will be effective immediately upon being posted on the Site. Providers are responsible for reviewing these Terms and Conditions regularly. If any future changes to these Terms and Conditions are unacceptable to Providers, or cause Providers to no longer be in compliance with the requirements set forth herein, Providers must immediately stop using the TPSD, and provide written notice to Boxabl (by email to *Hello@Boxabl.com*) to remove their Provider Business Information from the TPSD. Otherwise, continued use of the TPSD after such changes are posted to the Site will be deemed conclusive acceptance thereof. Except as to the foregoing method of modification of this Agreement by Boxabl, no changes, modifications, amendments or supplements to this Agreement shall be valid unless the same shall be in writing and signed by Boxabl and the Provider seeking to enforce same.

18. Waiver

Boxabl's failure at any time to demand strict performance by the other of any terms, or conditions set forth herein, shall not be constructed as a continuing waiver or relinquishment thereof. No waiver of any express provision of this Agreement shall be valid unless in writing and signed by Boxabl.

19. Assignment

Providers may not assign or transfer their obligations under this Agreement without Boxabl's prior written consent, and any purported such assignment shall be null and void. Boxabl may assign or transfer its rights and obligations under this Agreement without the consent of Providers, including but not limited to assignments to parent, subsidiary or affiliated companies and any acquirer of Boxabl's assets.

20. Severability

In the event that any of the provisions of this Agreement are held to be partially or wholly invalid or unenforceable for any reason whatsoever, (i) such provision shall be modified or restructured to the extent and in the manner necessary to render it valid, legal, and enforceable and (ii) if such provision cannot be so modified or restructured, it shall be excised from the Agreement without affecting the validity, legality or enforceability of any of the remaining provisions.

21. Consent to Receive Notices Electronically

Without waiver or impairment of the obligation to periodically check and review these Terms and Conditions as may be updated on the Site from time to time, Providers consent to receive any required notices, disclosures or other communications regarding the TPSD or this Agreement via the email address and/or phone number associated with the Accounts established by them in connection with the use of the TPSD, and understand and agree that communications shall be deemed to satisfy any legal requirement for notices or similar communications to be in writing.

22. Capacity and Authority to Enter Contracts.

Each Provider hereby represents and warrants to Boxabl that it has the capacity and lawful authority to enter into the contract formed by its agreement to these Terms and Conditions, and to issue the waivers and releases included herein, and to assume all obligations referenced herein.

23. Headings

The headings of the various paragraphs herein are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify, or place any construction upon any of the provisions of this Agreement.

24. Survival

The respective representations, warranties, agreements, licenses, waivers, limitations, disclaimers, releases, indemnities, and dispute resolution, venue selection and choice of law provisions set forth in Paragraphs 3, 4, 6, and 8 through 13, and 22 of this Agreement, inclusive, shall survive and continue in full force in accordance with their terms notwithstanding the its expiration or earlier termination.

If you have any questions about these Terms of Service or about the Boxabl Third-Party Service Directory, you may contact us by email at Hello@Boxabl.com or by mail to Boxabl, Inc., Legal Department, 5345 E. North Belt Road, North Las Vegas, Nevada, 89115, USA.

I HEREBY ACKNOWLEDGE MY USE OF THE BOXABL THIRD-PARTY SERVICE DIRECTORY IS AN ACKNOWLEDGMENT THAT I HAVE READ, UNDERSTAND, ACCEPT AND AGREE, WITHOUT QUALIFICATION, TO BE BOUND BY THE FOREGOING TERMS OF SERVICE.