

Icount

Terms of Use

Last revised: 21 February 2019

These Terms of Use (these “**Terms**”) govern your access to and use of the Icount web and mobile application (“**Icount**”).

By clicking the “I AGREE” (or similar) box before using Icount (if one exists) or by accessing and using Icount (if one does not exist), you are agreeing to these Terms for your use of Icount. If you do not agree with these Terms, then you are not allowed to use Icount, and you should stop using it immediately. If you have questions or require assistance, you should contact our engagement team directly or the webmaster services using the contact us link in Icount.

When used in these Terms, “**we**,” “**us**,” and “**our**” refers to the entity within the Deloitte Network that invited you to use Icount, in connection with that entity’s performance of audit and assurance services for you or, if that is not you, that entity’s client. The “**Deloitte Network**” refers to Deloitte Touche Tohmatsu Limited (“**DTTL**”), the member firms of DTTL, and their related entities. “**You**” and “**your**” refers to you as the user of Icount along with Your Company, as defined below.

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

Icount can be used by clients and other entities that are invited to use them by an entity within the Deloitte Network, in connection with that entity’s performance of audit and assurance services for you or, if that is not you, that entity’s client. To use Icount, you must agree to these Terms on behalf of both yourself and the company, organization, or other legal entity that you work for as a partner, principal, director, employee, or contractor and, if applicable, its affiliates (collectively, “**Your Company**”). Thereafter, these Terms will be a legally binding agreement between you and Your Company, on the one hand, and us, on the other.

If Your Company is our client, then the engagement letter or other services agreement between us and Your Company (the “**Engagement Letter**”) will govern our performance of services under that Engagement Letter (the “**Engagement**”). As described in **Section 13A**, the Engagement Letter will control if there is a conflict between it and these Terms.

If Your Company is not our client, then these Terms apply to your and Your Company’s use of Icount, except as otherwise stated in **Section 13A**.

Because Icount consists of several applications, tools, and websites, you and Your Company may also need to agree to supplemental terms that will apply to your access and use of a specific application, tool, or website (“**Supplemental Terms**”). We will either display those Supplemental Terms in Icount itself or include them in, or link to them from, these Terms.

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

Deloitte Network personnel are not subject to these, but rather to the internal terms of use found [here](#).

2. REGISTRATION AND RELATED MATTERS; CERTAIN RESTRICTIONS.

- a. **Eligibility to Use Icount.** To be eligible to use Icount: (1) you must be at least 18 years old; (2) you must have full power and authority to enter into these Terms on behalf of yourself and Your Company; and (3) you cannot be prohibited from entering into these Terms or using any portion of Icount by us, Your Company (and our client, where Your Company is not our client), or any other party, or by any contract, law, or regulation. You hereby represent and warrant to us that you meet these eligibility requirements, and you shall promptly notify us if you no longer comply with them due to a change in circumstances.
- b. **Your User Account; Restrictions on Use.** You will need a username and password (a "**User Account**") to access Icount. You and Your Company are responsible for anything that happens through your User Account, unless and until you or Your Company request deactivation in accordance with these Terms. Without limiting the foregoing, you and Your Company agree to the following:
 - (1) At any given time, you will create and maintain only one User Account for yourself. You cannot have multiple User Accounts for your use of Icount. Your User Account will be for you alone, and you cannot share or transfer it to anyone else.
 - (2) You will access only those sections of Icount that we grant you access to (the "**Permitted Sections**"), and you shall not hack into or otherwise attempt to access other areas of Icount.
 - (3) You and Your Company shall keep your User Account password secure and confidential.
 - (4) You shall not remove any copyright, trademark, or other proprietary rights notices found in Icount or any of its content ("**Content**"), including any Content from us, another Deloitte Network entity, or a third party. This does not apply, however, to any of your Uploaded Data (as defined below) or other Uploaded Data where you have been given permission to do so.
 - (5) You and Your Company shall comply with all laws applicable to accessing and using Icount, including all data privacy, export control, copyright, and securities laws and regulations. You and Your Company also represent and warrant that neither you nor Your Company are (a) 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 or (ii) listed on any U.S. Government list of prohibited or restricted parties.
 - (6) You shall immediately stop using your User Account and Icount if your employment or other work relationship with Your Company is terminated for any reason. Your Company shall promptly notify us in writing of that termination and request deactivation of your User Account.
 - (7) You and Your Company shall not reverse engineer, decompile or otherwise attempt to derive the source code for any underlying software related to Icount, or adapt, modify, or create derivative works based on Icount or any software code (including any Mobile App), program, methodology, process, tool, or device contained in or underlying Icount (the "**Technology**").
 - (8) You and Your Company shall not rent, resell, lease, lend, sublicense, or otherwise attempt to transfer any rights to Icount.

- (9) You and Your Company shall not engage in any action that directly or indirectly interferes with the proper working of, or places an unreasonable load on, our or service provider's infrastructure, including spamming or the distribution of computer viruses or other malicious code.
- (10) You and Your Company shall promptly notify us upon becoming aware of any unauthorized use of your User Account or any other breach of the obligations in this **Section 2B**.

3. USING ICOUNT.

- a. **Right to Access and Use.** On the condition that you comply with all your obligations under these Terms, we grant you a limited, revocable, nonexclusive, non-assignable, non-sublicensable right to access and use the Permitted Sections of Icount that we have given you access to.
- b. **Use of Icount's Content and Technology.** Except as otherwise permitted in an applicable Engagement Letter, you and Your Company shall:
 - (1) Maintain the confidentiality of Icount's Content and Technology using at least the same degree of care as Your Company uses in maintaining its own proprietary and/or confidential information, but in no event using less than a reasonable degree of care;
 - (2) Access, use and download (if applicable) Icount's Content and Technology solely in connection with the Engagement (or Your Company's internal business purposes if there is no Engagement);
 - (3) Except as may be required by law, limit access to Icount's Content solely to those persons who have a direct and immediate need of such access and who are obligated to maintain its confidentiality;
 - (4) Ensure that all copies of Icount's Content (printed or electronic) retain and/or reflect any copyright, confidentiality, or other legal notice that appears on or with that Content as accessed in Icount, and otherwise comply with those notices;
 - (5) Not modify, resell, publish, transmit, participate in the transfer or sale of, reproduce, create new works from, distribute, perform, display, or in any way exploit, Icount's Content in whole or in part; and
 - (6) Not copy, download, reproduce, modify, or distribute Icount's Technology in whole or in part, except as may be expressly permitted elsewhere in writing outside of these Terms.
- c. **Third Party Terms.** Some of Icount's links may lead to third party resources, websites, or tools. When using any those resources, websites, or tools, you and Your Company must comply with any applicable third party terms or use or other agreement.

4. UPLOADED DATA.

- a. **Obligations Related to Uploaded Data.** Icount may allow you to input, upload, modify, or otherwise make available (collectively, "**provide**") data, documents, files, comments, or other information or materials (collectively, "**Uploaded Data**"). You and Your Company are solely responsible for the Uploaded Data, and without limiting the foregoing, you and Your Company shall ensure the following:
 - (1) Your Company has appropriately authorized you to provide the Uploaded Data;
 - (2) The Uploaded Data does not contain any content that could be reasonably viewed as false, offensive, indecent, defamatory, libelous, harassing, threatening, or otherwise harmful; and

- (3) The Uploaded Data, and you providing it, does not violate any applicable law, regulation, rule, or professional standard, including any third party privacy right, or third party copyright, trademark, or other intellectual property right.
- b. **Access to and Use of Uploaded Data.** You and Your Company agree to the following with respect to access and use of Uploaded Data:
- (1) Uploaded Data will be available to us and may be available to other entities within the Deloitte Network. In addition, Uploaded Data may be available to people outside of the Deloitte Network if Your Company (or our client, where Your Company is not our client) has authorized them to access the Permitted Sections of Icount.
 - (2) Deloitte Network personnel and our contractors (which may include third parties providing services to us, such as administration, support, management, or hosting of Icount) may also access Uploaded Data for limited periods of time in some limited circumstances, such as site administration, troubleshooting, system maintenance, emergencies, or other technical support, or if required by law or other valid legal process. Deloitte Network personnel and our contractors with this access will be subject to confidentiality obligations.
 - (3) We may review and remove some or all of the Uploaded Data if we believe it has been provided in violation of these Terms or an applicable Engagement Letter or if it is outdated or no longer relevant to users of Icount. However, unless stated otherwise in an Engagement Letter or as may be required by an Engagement, we are not required to verify the completeness, authenticity, or timeliness of, or to review the nature or content of, any Uploaded Data.
 - (4) We may use Uploaded Data in accordance with the terms of the applicable Engagement Letter. If there is no Engagement Letter, then we may use Uploaded Data for the internal purposes of one or more Deloitte Network entities.
 - (5) Icount may be hosted, supported, or maintained in countries outside of your home jurisdiction, and Uploaded Data may be stored in those countries. As such, this may involve the transfer of Uploaded Data (including personal information) to countries or regions without data protection rules similar to those in effect in your home jurisdiction. By registering for or using Icount, you and Your Company consent to, and confirm that all legally required authorizations have been obtained for, those transfers and the storage of Uploaded Data (including personal information) in those countries.

5. OTHER DISCLOSURE OF YOUR INFORMATION; PRIVACY. We may disclose your User Account information and Uploaded Data to others if we have a good faith belief that such action is reasonably necessary to comply with law, regulatory requirements, professional standards, or to prevent harm, or as otherwise provided in the applicable Engagement Letter, these Terms or the Privacy Statement. These Terms incorporate our [Privacy Statement](#), and you hereby agree to its terms.

6. NO PROFESSIONAL RELATIONSHIP; THIRD PARTY SUPPLIERS.

- a. **Limitation on Professional Relationships.** No professional relationship of any nature is created solely by use of Icount or by any correspondence or communication with us or any other person or entity (including any other Deloitte Network entity) relating to Icount. However, if a professional relationship already exists with us (e.g., under an Engagement Letter), it will not be terminated by your use of Icount.
- b. **No Relationship with Our Suppliers or Other Deloitte Network Entities.** Icount (or its Content or Technology) may be licensed to us, or hosted, supported, or

maintained, by other Deloitte Network entities or our Suppliers. However, your use of Icount (including its Content and Technology) is solely at our invitation, and unless specifically stated otherwise in a separate written agreement, any service you or Your Company receive and the relationship that you and Your Company have with respect to Icount is with us alone and governed by these Terms and any related Engagement Letter. None of our Suppliers or other service providers nor any other Deloitte Network entity is providing a service to, or has any relationship with, you or Your Company as a result of you or Your Company's use of Icount. As used in these Terms, "**Supplier**" refers to any of the following: (a) any of our third party suppliers or service providers (including, if applicable, other Deloitte Network entities), (b) with respect to a Mobile App (as defined below), Apple, Inc., BlackBerry Limited, or Google Inc., (c) any other software or device supplier or manufacturer, (d) any mobile access provider (including any airtime service providers and telecommunications carriers), (e) any distributor, merchant of record, or seller of record of a Mobile App, or (f) any affiliate of any of the foregoing.

7. AVAILABILITY.

- a. **No Guarantee of Availability.** There are no guarantees that Icount will be available for your or Your Company's use. We may change, suspend, or terminate Icount at any time in our sole discretion.
- b. **No Guarantee of Storage.** Icount is not document archive or storage services. We are not required to store, maintain, or provide you or Your Company with any Uploaded Data, and therefore, you and Your Company will need to keep copies of all Uploaded Data.

8. ACCESS AND MOBILE APPLICATIONS.

- a. **Accessing Icount.** You and Your Company are responsible for ensuring that you have software and hardware capable of effectively accessing Icount over the internet. You and Your Company are also responsible for all charges and necessary permissions related to accessing Icount through your internet provider and must otherwise comply with your agreement with them when using Icount.
- b. **Mobile Apps.** For Icount, we may offer access through mobile applications created by us or third party developers (each, a "**Mobile App**"). If you access and use Icount through a Mobile App, you may be required to agree to additional terms, such as an end-user license agreement, associated with that Mobile App ("**Mobile App Terms**"). If the Mobile App does not contain Mobile App Terms, then these Terms including the following will apply:
 - (1) On the condition that you and Your Company comply with all of your obligations and Your Company's obligations under these Terms and subject to the other limitations contained in these Terms, you and Your Company may download and use a Mobile App on mobile devices that you or Your Company own or control. Your download and use of a Mobile App must be solely for the purposes set forth in these Terms with respect to Icount, and this license to use a Mobile App is personal, limited, revocable, non-exclusive, non-assignable, non-transferable, and non-sublicenseable.
 - (2) You and Your Company may not distribute or make a Mobile App available over a network where it could be used by multiple devices at the same time. You and Your Company may not rent, lease, lend, sell, transfer, redistribute, or sublicense a Mobile App. If you or Your Company sell or give your device to a third party,

you or Your Company must remove all Mobile Apps from that device before doing so.

- (3) You and Your Company acknowledge that these Terms are between us and you and Your Company, and they are not with any our Suppliers. None of our Suppliers has any responsibility, obligation, or liability (negligence or otherwise) to you or Your Company with respect to any Mobile App or its Content or Technology.
- (4) None of our Suppliers will be responsible for any claims by you, Your Company, or any third party relating to your or Your Company's possession or use of a Mobile App, its Content or Technology, including (a) any product liability claims, (b) any claim that a Mobile App fails to conform to any applicable legal or regulatory requirement, (c) any claims arising under consumer protection laws or similar legislation, or (d) any claims by any third party that a Mobile App or your or Your Company's possession or use of it infringes a third party's intellectual property rights.
- (5) You and Your Company acknowledge and agree that: (i) each applicable Supplier with respect to a Mobile App is a third party beneficiary of these Terms, and (ii) upon your and Your Company's agreement to these Terms, each such Supplier will have the right (and will be deemed to have accepted the right) to enforce the relevant portions of these Terms against you and Your Company as a third-party beneficiary of them. For any Mobile App created for Apple-branded devices, in addition to the other terms contained in these Terms, the license granted to you and Your Company for that Mobile App is limited to a non-transferable license to use the Mobile App on any Apple-branded devices that you or Your Company own or control as permitted by the Usage Rules set forth in the App Store Terms of Services., except that such Mobile App may be accessed, acquired, and used by other accounts associated with you or Your Company via Family Sharing or volume purchasing.

9. INTELLECTUAL PROPERTY RIGHTS.

- a. **Intellectual Property Rights in Icount.** Icount and its Content and Technology are protected by copyright, trademark, and other laws of various countries around the world. We and our Suppliers reserve all rights not expressly granted in these Terms.
- b. **Names and Logos.** "Deloitte", "Touche", "Tohmatsu", "Deloitte Touche Tohmatsu", "Deloitte & Touche", the Deloitte logo, and local language variants of the foregoing trademarks, and certain product names and logos that appear in Icount (collectively, the "**Deloitte Marks**") are trademarks or registered trademarks of entities within the Deloitte Network. Except as expressly provided in these Terms or as expressly authorized in writing by the relevant trademark owner, neither you nor Your Company shall use any Deloitte Marks either alone or in combination with other words or design elements, including in any press release, advertisement, or other promotional or marketing material or media, whether in written, oral, electronic, visual or any other form. References to other parties' trademarks in Icount are for identification purposes only and do not indicate that such parties have approved Icount or any of its contents. These Terms do not grant you any right to use the trademarks of other parties.
- c. **Feedback.** You or Your Company may provide us with feedback, ideas or other suggestions related to Icount ("**Feedback**"). If you or Your Company provides Feedback, then you or Your Company (as applicable) hereby assign and convey to

us, without additional compensation, all right, title, and interest worldwide in and to that Feedback, including all patent, copyright, trademark, trade secret, and other intellectual property rights in it, together with all goodwill and claims appurtenant thereto. This includes a right to modify and create derivative works of the Feedback as we may determine in our sole discretion. You or Your Company (as applicable) also hereby irrevocably waive all rights with respect to the Feedback, including all rights of attribution, rights of integrity, rights of publicity or privacy, moral rights, and rights to inspect or approve anything that uses or incorporates the Feedback. You and Your Company acknowledge that we are not required to use or incorporate Feedback.

10.LIMITATIONS OF LIABILITY; INDEMNITY.

Neither we nor any other entity within the Deloitte Network is, by means of permitting you access to Icount (including any Content, Technology, output, or other content), rendering professional advice or services to you or Your Company. Before making any decision or taking any action that might affect your or Your Company's finances or business, you or Your Company should consult a qualified professional advisor. For clarity, the terms of an Engagement Letter will govern any service or deliverables that we provide under it, even if they are accessible by or delivered via Icount.

Although we take commercially reasonable steps to make Icount useful and secure, to the extent allowed under law, Icount (including their Content, Technology, output, and other content) is provided "as is" and "as available", and without warranty of any kind. No entity within the Deloitte Network nor any Supplier has any obligation to provide maintenance and support services or any update, upgrade, enhancement, new functionality, modification, patch, bug fixes, or similar deliverable with respect to Icount (including any Mobile App). Without limiting the foregoing, and to the extent permitted by law, regulation, and the rules and professional standards applicable to us and our services, we do not warrant that Icount will be available, secure, error-free, free from viruses or malicious code, or will meet any particular criteria of performance or quality, and we expressly disclaim all implied warranties, including any warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security, and accuracy.

To the extent permitted by law, regulation, and the rules and professional standards applicable to us and our services: (a) your and Your Company's use of Icount (including any Technology, Content, output, or other content) is at your own risk and you and Your Company assume full responsibility and risk of loss resulting from your use, including with respect to loss of service or data; and (b) we will not be liable for any damages whatsoever relating to use of Icount (including the Technology, Content, output and other content), regardless of whether the damage is direct, indirect, special, incidental, consequential, punitive or otherwise, and regardless of whether it is based in an action of contract, statute, tort (including negligence), or otherwise.

As noted above, some of Icount's links may lead to third party resources, websites, or tools, over which we have no control, including those maintained or provided by other Deloitte Network entities. We do not endorse those resources,

websites or tools, and we make no representations or warranties as to the accuracy of, or any other aspect relating to, them.

The limitations of liability above apply not only to us, but also to all of the other entities within the Deloitte Network and to our and their respective personnel and Suppliers.

To the extent permitted by law, regulation, and the rules and professional standards applicable to us and our services, your Company shall indemnify us and all of the other entities within the Deloitte Network, and our and their personnel and Suppliers against all costs, claims, losses or expenses incurred by or made against any of the foregoing as a result of any breach by you or Your Company of these Terms, including any third-party claim that any Uploaded Data infringes any intellectual property or other right of any person or entity.

Some laws, regulations, or rules and professional standards applicable to us or our services may not allow certain limitations on liability or indemnities, so some or all of these limitations or the indemnity may not apply to you or Your Company. If any limitation of liability or indemnity stated in this Section 10 is invalid or unenforceable in any jurisdiction, then (1) in that jurisdiction it will be re-construed to the maximum effect permitted by applicable law, regulation, or rule or professional standard to effect its intent as nearly as possible and the remaining terms will remain in full force and effect, and (2) in every other jurisdiction all of these terms will remain in full force and effect.

11. USER ACCOUNT DEACTIVATION.

- a. **Deactivating Your User Account.** At any time, you or Your Company may deactivate your User Account for any or no reason. To do so, you or Your Company must send us a written notice in accordance with **Section 12**. That notice will be effective when we process it. We may deactivate your User Account for any reason or no reason at any time, with or without notice, including if your User Account is inactive for an extended time period. Our deactivation will be effective immediately, unless we specify otherwise in a notice that we send to you or Your Company.
- b. **Effect of Deactivation.** Deactivating your User Account will result in the immediate termination of your ability to access and use Icount. We may also bar you from using Icount and block access from any IP address or range of IP addresses associated with you. These Terms will survive deactivation of your User Account, except for **Section 3A** which will terminate when your User Account is deactivated.

12. NOTICES.

- a. **Notices from us to you.** Any notice from us to you regarding these Terms or Icount may be made by any of the following methods: (i) a general posting to users in Icount; (ii) any communicative function available through your User Account; or (iii) the email address or physical address contact information associated with your User Account, which you are responsible for keeping current and accurate.
- b. **Notices from you to us.** Any notice from you to us regarding these Terms or Icount must be in writing and sent to our contact specified in the Engagement Letter (if any) or to such other contact address that we may provide. If there is an applicable Engagement Letter, your notices must be sent using the notice methods permitted in that Engagement Letter. If there is no Engagement Letter or it does not specify

notice methods, then you must send your notice using one of the following methods: (i) electronic mail; (ii) personal delivery; or (iii) a globally or nationally (as applicable) recognized express mail, courier, or delivery service ("**Express Courier**"). A notice sent by electronic mail will be deemed given on the date of electronic confirmation of receipt. A notice sent by personal delivery or Express Courier will be deemed given on the date of receipt or refusal of receipt.

13. GENERAL TERMS.

a. **Entire Agreement; Order of Precedence for Conflicts.**

- (1) Subject to **Sections 13(A)(2)** and **13(A)(3)**, these Terms (including, if applicable, an Engagement Letter, Supplemental Terms, and Mobile App Terms) constitute the full and complete agreement between you and Your Company, on the one hand, and us, on the other, with respect to their subject matter and supersede all other agreements, whether written or oral, between the parties.
- (2) If there is an inconsistency or conflict between or among any of the following documents, it will be resolved using the following order of precedence: (i) the Engagement Letter, (ii) the Supplemental Terms (but only with respect to Icount, Technology, or Content to which those Supplemental Terms apply), (iii) the Mobile App Terms (but only with respect to the Mobile App to which those Mobile App Terms apply), and (iv) these Terms.
- (3) If (1) neither you nor Your Company are our client and your use of Icount is not covered by an Engagement Letter and (2) we have entered into a separate written agreement with you or Your Company with respect to Icount (a "**Separate Agreement**"), then the following order of precedence will apply if there is an inconsistency or conflict: (i) the Separate Agreement, (ii) the Supplemental Terms (but only with respect to Icount, Technology, or Content to which those Supplemental Terms apply), (iii) the Mobile App Terms (but only with respect to the Mobile App to which those Mobile App Terms apply), and (iv) these Terms.

b. **Amendments to these Terms.** We may revise these Terms at any time in our sole discretion. To do so, we will either (1) display the revised Terms on this website or elsewhere in Icount or (2) send you a notice of the revised Terms in accordance with **Section 12**. The revised Terms will be effective upon posting or other notice, unless we explicitly state otherwise. You and Your Company are responsible to be aware of any such revised Terms by checking this website and reading your notices. If you or Your Company do not agree with the revised Terms, then you are not allowed to use Icount and should stop using it immediately and deactivate your User Account under **Section 11**.

c. **No Informal Waivers, Agreements or Representations.** No waiver of any breach by you or Your Company, or of any objection to any act or omission connected therewith, will be implied or claimed by you or Your Company or be deemed to constitute a consent to any continuation of such breach, act or omission, unless contained in a writing signed by us.

d. **Dispute Resolution; Equitable Relief.**

- (1) Choice of Law; etc. Any choice of law, venue, and dispute resolution terms and procedures applicable to the Engagement Letter or Separate Agreement will also govern these Terms, and all rights and obligations arising from or otherwise relating to them. If there is no Engagement Letter or Separate Agreement, then: (a) the laws of the State of New York, USA, without giving effect to its principles of conflicts of laws, govern these Terms; (b) the United Nations Convention on

- Contracts for the International Sale of Goods will not apply to these Terms; (c) if any party brings any claim or proceeding arising out of these Terms, that party may bring that claim or proceeding only in the United States District Court for the Southern District of New York or in any state court of New York located in New York County, and each party hereby submits to the exclusive jurisdiction of those courts for purposes of any such claim or proceeding; and (d) ***you, Your Company, and we hereby waive rights to a trial by jury in any claims or proceedings related to these Terms or Icount.*** However, despite the other terms in this section, we reserve the right to apply in any jurisdiction for injunctive remedies or other equivalent type of urgent legal relief.
- (2) **Equitable Relief.** You and Your Company shall not seek or be entitled to rescission, injunctive, or other equitable relief, or to enjoin or restrain the operation, use, or exploitation of Icount or any part of it, including any Technology or Content. We shall be entitled to injunctive or other equitable relief in order to prevent, mitigate, or remedy the breach or continuing breach of these Terms.
- e. **Remedies Not Exclusive.** Exercise or enforcement of a right or remedy given in these Terms shall not be considered to be in lieu of enforcement of other rights or remedies otherwise existing at law or equity, unless specifically waived in writing.
 - f. **Severability.** If any term in these Terms is invalid or unenforceable in any jurisdiction, then (1) in that jurisdiction it shall be re-construed to the maximum extent permitted by law to effect its intent as nearly as possible and the remaining terms shall remain in full force and effect, and (2) in every other jurisdiction all of these Terms shall remain in full force and effect.
 - g. **No Construction Against the Drafter.** If an ambiguity or question of intent or interpretation arises with respect to these Terms, these Terms will be construed as if drafted jointly by you, Your Company and us, and no presumption or burden of proof will arise favoring or disfavoring any of those parties by virtue of authorship of these Terms.
 - h. **Assignment and Delegation.** You and Your Company may not assign or delegate any rights or obligations under these Terms, and any such purported assignment or delegation will be void. We may freely assign or delegate all rights and obligations under these Terms, fully or partially, without notice to you or Your Company. These Terms will be binding on your, Your Company's and our successors and permitted assigns.
 - i. **Relationship of the Parties; Third Party Beneficiaries.** No agency, partnership, franchise, or joint venture is created by these Terms between you and Your Company, on the one hand, and us, on the other. The Deloitte Network entities are third party beneficiaries to certain sections of these Terms and may enforce specific rights under them.
 - j. **English Language Controls.** If we have provided you or Your Company with a translation of the English language version of these Terms, the Privacy Statement, and/or any other documentation, that translation is provided for convenience only and the English language version governs the relationship with us.
 - k. **Construction.** Paragraph or Section numbers and headings that are used in these Terms are included for convenience only, and if there is any conflict between any such numbers and headings and the text of these Terms, the text shall control. As used in these Terms, the word "including" means "including, without limitation," and the word "include" means "include, without limitation,".