



## TERMS AND CONDITIONS OF SOS TALK

This agreement ("Agreement") provides you with guidelines for using our international language interpreting Service. This Agreement governs the relationship between you and SOS TALK. ("SOS TALK") (collectively referred to herein as "SOS TALK") and explains your respective legal rights and ours concerning all aspects of our relationship, including:

- Billing and charges
- Privacy and confidentiality
- Early termination fees (if applicable)
- Limitations of liability and warranties
- Resolution of disputes by arbitration instead of court proceedings and class actions

By enrolling in our Service, as defined herein, you are agreeing to abide by the rates per minute and general terms and conditions of this Agreement. If you do not agree to the terms and conditions set forth in this Agreement, please contact prior using our Service as soon as possible by sending an email to [info@sostalk.com](mailto:info@sostalk.com)

### 1. Definitions

As used in this Agreement, the following words have these respective meanings:

- "Agreement"** means this Agreement between SOS Talk and us.
- "Customer"** or **"you"** means the person using our Services and with whom we have entered into this Agreement. This includes a person we reasonably believe is acting with the authority or knowledge of the person whose name is on the account.
- "SOS TALK and SOS TALK, Inc."** means SOS TALK, Inc. (collectively referred to herein as "SOS TALK" and its successors and assigns. "SOS TALK" is also referred to in this Agreement as "Company", "us", "our" and "we".
- "Parties"** means SOS TALK, Inc. and you.
- "Service"** means the telephone interpreting service offered by SOS Talk which we provide to you, including voice, long distance telephone calls, and conference calls we offer through our website .

### 2. Service

**a. Rates.** Our telephone interpreting rates and conditions are described in our website , which is a part of this Agreement. We may change the prices or add new Services, or we may delete Services or prices. The appropriate charges for your service will be billed to you on your online account. Usage charges for Service are based upon the total time that you use SOS TALK Service, subject to applicable billing increments depending on the kind of interpreting call; normal interpreting call or conference call as SOS Talk applies different per minute rates to the different service. Usage begins when the called interpreter accepts the interpreter call, as determined by hardware answer supervision. Chargeable time ends when either party hangs up, thereby releasing the service connection. Each call completed will have at least one minute. In addition, if the computed call charges include a fraction of a cent, the fraction is rounded up to the next whole cent.

**Rate Changes.** SOSTALK RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO MODIFY ITS RATES PER MINUTE, AS WELL AS ANY OTHER FEES COLLECTED BY OR PAID TO SOSTALK UNDER THE TERMS OF THIS AGREEMENT. If a Customer chooses to terminate their Account as a result of changes in SOSTALK's prices, the Customer must CANCEL their account no later than the twenty-sixth (26) day of the month. You must then e-mail customer support ([info@sostalk.com](mailto:info@sostalk.com)) to



request a refund of any funds within your balance. Any unused balance in a Customers Account will be credited back to the credit card on file or paypal/moneybookers account with SOSTALK.

**c. Availability/Interruption.** We do not warrant or represent that the Service will operate without interruption or that it will operate continuously. The Service we offer is subject to necessary facilities and equipment being available from other carriers. We may have to do things such as change the code or the technical specifications of the Service, or interrupt the Service to perform tests and inspections or for operational or emergency reasons, or to install equipment, or provide information we think is necessary for health or safety, or concerning the quality of the Service we provide. If we must interrupt your Service for any of these reasons, we will endeavor, using reasonable means, to restore it as quickly as the underlying matter is resolved without any promise as to when we will be able to restore service; however, we do reserve the right to disconnect or limit Service when it is necessary or when we must comply with laws or regulations or if you are using the Service in violation of any provisions of this Agreement or the law, in our sole discretion. Service is subject to transmission limitation or interruption caused by weather, terrain, obstructions such as trees or buildings, and other conditions. Service may be limited in some areas where coverage is not available or may be temporarily limited or interrupted due to system capacity limitations and system repairs or modifications or to combat potential fraud. Interruption may also result from nonpayment of charges by you. We may choose to block calls to certain numbers if, in our sole discretion, we are experiencing excessive billing, collection or fraud problems with calls to those numbers.

**d. Use of Service.** You agree not to use the Service for any unlawful or abusive purpose, or in a way contrary to the Company's rules or the terms and conditions of this Agreement, or in any way that damages our property or interferes with or disrupts our system or other users or that is in any way unlawful, fraudulent or abusive or in any way that indicates the intention to use the Service in an unlawful, fraudulent or abusive manner. You must comply with all laws while using the Service and you must not transmit any communication that would violate any laws, court order, or regulation, or would likely be offensive or injurious to the recipient. You are responsible for all content you transmit while using the Service. Resale of Service is prohibited without our prior written consent and your attainment of any required regulatory approvals. Some services may not be available or may operate differently in selected markets or jurisdictions. We may add or delete coverage without providing notice to you.

**e. Unauthorized Usage.** If your Service is fraudulently used, you must immediately notify us and provide us with the documentation and information we request (including affidavits and police reports). Until you notify us, you will remain responsible for all charges made to your account. You agree to cooperate with us in any fraud investigation and to use any fraud prevention measures we prescribe. Failure to provide reasonable cooperation will result in your liability for all fraudulent usage.

### 3. Charges/Payments

**a. Generally.** You are responsible for paying all charges to your account per minute as described on our website depending of the service, call an interpreter or setup a conference call.

**f. Customer Service.** If you have a service or billing problem or inquiry, you may contact us by email [info@sostalk.com](mailto:info@sostalk.com) We will make all reasonable attempts to resolve your problem or inquiry.

**Payment.** SERVICES PROVIDED FOR SOS TALK ARE PROVIDED ON A PRE-PAID BASIS ONLY. As a Customer uses SOSTALK services, their Account will be debited accordingly. No phone services will be provided if the Customer's Account does not have a sufficient balance to cover the cost of the service requested. Notwithstanding the foregoing, a Customer with an insufficient balance to cover requested Pre-paid Services or Paypal will still be able to utilize the SOSTALK Services.

**Recharging Account.** In the event a Customer wants to use SOSTALK's services in an amount, which exceeds the remaining balance in their Account, they may access the Website and recharge (or supplement) their Account by adding additional money. Customer also has the option of setting their account in auto-re-charge position with a predefined amount of automatic re-charge using their paypal account maintained on file with SOSTALK. The Customer will receive an electronic confirmation/receipt from Paypal/SOSTALK of any such re-charge. Also the telephone system will announce when an auto-charge will be done during the phone call if Customer has set up this autocharge feature in their online account.

**Inactive SOSTALK Credit** If you do not use your SOSTALK Credit for a period of 360 days, we will



place your SOSTALK Credit on inactive status. You can reactivate the SOSTALK Credit by contacting [info@sostalk.com](mailto:info@sostalk.com) to reactivate your credit. Reactivated SOSTALK Credit is not refundable.

**Refund Request.** You can request a refund for unused and active SOSTALK Credit at any time, by submitting a support request to Customer Support at [info@sostalk.com](mailto:info@sostalk.com). No refunds shall be given for any SOSTALK Credit that is reactivated in accordance with paragraph Inactive SOSTALK Credit. Refund requests carried out through other means shall not be eligible for a refund. Upon a duly submitted refund request, SOSTALK will refund you the credit balance of your SOSTALK Credit. SOSTALK reserves the right to deny repetitive refund requests. All refunds shall be paid to the person who initially purchased the SOSTALK Credit, either through the original payment method used on file on the Customer account. SOSTALK reserves the right to terminate these Terms of Service with immediate effect, automatically and without recourse to the courts, in the event of any abuse by the Customer of these terms relating to refunds.

#### 4. Discontinuance of Service/Termination.

a. **Non-Payment (only in case of special business contract).** Upon non-payment of any sum due, or upon violation of any of the conditions governing the furnishing of Service as provided in this Agreement, the Company may, by notice in writing mailed to you, and without incurring any liability, temporarily discontinue the furnishing of Service to you. Service may be discontinued seven (7) days after mailing notice of our intention to discontinue service. A Service restoration charge may apply. If we elect to discontinue service, you shall be responsible for all charges through the date of termination. In the event service is temporarily suspended for non-payment, such service will be restored upon payment of all charges due. If you are subject to any proceeding under the Bankruptcy Act or similar laws, you will be in default and we may, without notice to you, suspend Service and/or terminate this Agreement, in addition to all other remedies available to us. If we suspend the Services and you miss another payment during the 12 months after we resume the Services, we may then suspend the Services or terminate this Agreement (or both) 14 days after the payment was due. Customers who have not re-established within five (5) days from the date of suspension will be treated as new Customers and appropriate non-recurring charges and customer deposits will apply. Despite temporary suspension of your Service for non-payment or termination of your Service, you are still responsible for paying all amounts and charges that you owe under this Agreement, including any applicable cancellation fee.

b. **Fraud/Abuse/Illegal Activity.** We have the right to interrupt, restrict, suspend or terminate Service, without notice to you, if we suspect fraudulent, illegal or abusive activity. Examples of such abusive and/or illegal activity include but are not limited to using obscene language to annoy, harass, or threaten injury to the person or property of the person called or any member of his or her family; or actions that involved repeated calls without identifying your true identity to the person called, whether or not a conversation was had during the call; or the repeated placement of harassing calls to us or to ANY of our affiliated companies including calls in which the caller uses abusive or threatening language. Examples of fraudulent and/or illegal activity include but are not limited to furnishing false information to obtain Service; the use of the Service to transmit a message or locate a person or otherwise give or obtain information without payment of long distance charges; unusually high usage, or intentional uninterrupted connections or intentionally leaving the receiver off the hook for extended periods. We also have the right to interrupt, restrict or terminate the Service if you use any equipment with the Service in violation of the law or in a manner which will adversely affect our service to others or, if you breach any representation to us or fail to perform any of the promises you made in this Agreement. We may require your payment of Service restoration charges to renew Service after termination or suspension.

#### 5. Credit and Collection (only in case of business accounts).

a. **Credit Card & Service Restrictions.** If you choose to pay by credit card, you agree to the rules governing that payment option, including applicable limits on the amount of Service that may be used before making a payment. No additional notice or consent is required before we invoice your credit card or debit the account for all amounts due to us. If you choose to pay by credit card we will notify you of any limits that we impose. If such limits are placed on your account, you may be required to pay for Service with a valid major credit card. You agree to provide a credit card and not a debit card for this feature.

b. **Account Information.** We may assume that any person able to provide your name and address



and/or information about you which is not publicly available is authorized by you to receive information about and make changes to your account. If you are receiving Service on a business Service Plan through your employer, you authorize us to share your account information with your employer.

c. Collection Fees and Expenses. SOS TALK, Inc. may charge you for all fees or expenses (including attorneys' fees) reasonably incurred in collecting or attempting to collect any charges owed SOS TALK. In addition, if your unpaid charges are referred to an outside collection agency, SOS TALK may immediately begin to charge you a collection fee on the unpaid charges at a rate of one and one-half percent (1.5%) per month. Such collection fees are separate and distinct from late payment charges assessed prior to referral of your account to an outside collection agency, attorneys' fees and other costs incurred in collecting charges owed SOS TALK. You will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

d. Credit and Collection Practices. SOS TALK, Inc. may collect on behalf of the Company and/or its affiliates in one or more transactions as permitted by law. SOS TALK reserves the right to apply credit balances from one Company affiliate to another to satisfy outstanding account balances.

6. Limitation of Our Liability. We intend for the following limitations and exclusions of our liability to apply to the fullest extent permitted by law.

a. Limitation of Liability. WE ARE NOT LIABLE FOR ACTS OR OMISSIONS OF ANOTHER SERVICE PROVIDER, FOR INFORMATION, THIRD PARTY SERVICES, OR GOODS PROVIDED OR OBTAINED THROUGH EQUIPMENT, EQUIPMENT FAILURE OR MODIFICATION, OR CAUSES BEYOND OUR CONTROL UNLESS CAUSED BY OUR GROSS NEGLIGENCE. WE ARE NOT LIABLE FOR SERVICE OUTAGES OF 24 HOURS OR LESS OR FOR SERVICE LIMITATIONS OR INTERRUPTIONS. OUR LIABILITY AND THE LIABILITY OF ANY UNDERLYING CARRIER FOR ANY FAILURE OR MISTAKE WILL IN NO EVENT EXCEED OUR SERVICE CHARGES DURING THE AFFECTED PERIOD. WE ARE NOT LIABLE FOR ANY INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES SUCH AS LOST PROFITS. WE ARE NOT LIABLE FOR (i) ECONOMIC LOSS OR INJURIES TO PERSONS OR PROPERTY ARISING FROM USE OF THE SERVICE, OR ANY EQUIPMENT USED UNLESS CAUSED BY OUR GROSS NEGLIGENCE, OR (ii) THE INSTALLATION OR REPAIR OF THE EQUIPMENT BY ANYONE WHO IS NOT OUR EMPLOYEE. WE ARE NOT LIABLE FOR ANY ACT ASSOCIATED WITH THE PROPER EXERCISE OF RIGHTS UNDER THE PRIVACY AND/OR UNAUTHORIZED USAGE PROVISIONS OF THIS AGREEMENT. IN NO EVENT SHALL WE BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOST SAVINGS, ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE SERVICES AND FACILITIES FURNISHED BY SOS TALK, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PARAGRAPH WILL SURVIVE TERMINATION OF THIS AGREEMENT. WE DO NOT HANDLE EMERGENCY CALLS. WE ARE NOT LIABLE IN ANY WAY FOR ANY CALL TO ANY EMERGENCY PROVIDER OR THE FAILURE TO CONNECT TO SUCH PROVIDER OR ANY ACTION THAT OCCURS OR FAILS TO OCCUR AS A RESULT.

b. Indemnification. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US, OUR AFFILIATES AND AGENTS AND ANYONE PROVIDING SERVICES TO YOU ON OUR BEHALF, HARMLESS FROM CLAIMS OR DAMAGES RELATING TO THIS AGREEMENT OR OUR PROMISES OR STATEMENTS MADE IN IT AND USE OF THE EQUIPMENT OR SERVICE, UNLESS DUE TO OUR GROSS NEGLIGENCE. SOS TALK SHALL NOT BE LIABLE FOR, AND SHALL BE FULLY INDEMNIFIED AND HELD HARMLESS BY YOU AGAINST ANY CLAIM OR LOSS, EXPENSE, OR DAMAGE (INCLUDING INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE) FOR DEFAMATION, LIBEL, SLANDER, INVASION OF PRIVACY, INFRINGEMENT OF COPYRIGHT OR PATENT, UNAUTHORIZED USE OF ANY TRADEMARK, TRADE NAME OR SERVICE MARK, UNFAIR COMPETITION, INTERFERENCE WITH OR MISAPPROPRIATION OR VIOLATION OF ANY CONTRACT, PROPRIETARY OR CREATIVE RIGHT, OR ANY OTHER INJURY TO ANY PERSON, PROPERTY OR ENTITY ARISING OUT OF THE MATERIAL, DATA, INFORMATION, OR OTHER CONTENT REVEALED TO, TRANSMITTED, PROCESSED, HANDLED OR USED BY US UNDER THIS AGREEMENT; FOR CONNECTING, COMBINING, OR ADAPTING OUR FACILITIES WITH YOUR APPARATUS OR SYSTEMS; FOR ANY ACT OR OMISSION OR FOR ANY PERSONAL INJURY OR DEATH OF ANY PERSON OR FOR ANY LOSS OF OR DAMAGE TO YOUR PREMISES OR ANY OTHER PROPERTY, WHETHER OWNED BY YOU OR OTHERS, CAUSED DIRECTLY OR INDIRECTLY BY THE INSTALLATION, MAINTENANCE, LOCATION, CONDITION, OPERATION, FAILURE, PRESENCE, USE, OR REMOVAL OF EQUIPMENT OR



WIRING PROVIDED BY US, IF NOT DIRECTLY CAUSED BY OUR GROSS NEGLIGENCE; OR FOR FAILURE TO PROVIDE SERVICE. IT IS YOUR RESPONSIBILITY TO CONFORM TO ALL LAWS OR REGULATIONS APPLICABLE TO YOU IN YOUR CAPACITY AS USER OF THE SERVICE AND YOU WILL INDEMNIFY US FROM CLAIMS ARISING FROM ANY SUCH USE WHETHER LAWFUL OR NOT. THIS PARAGRAPH WILL SURVIVE TERMINATION OF THIS AGREEMENT

c. No Warranties. WE MAKE NO EXPRESS WARRANTY REGARDING THE SERVICE AND DISCLAIM ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTY ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. WE ARE NOT THE MANUFACTURER OF EQUIPMENT AND ANY STATEMENT REGARDING IT SHOULD NOT BE INTERPRETED AS A WARRANTY. THIS PARAGRAPH WILL SURVIVE TERMINATION OF THIS AGREEMENT.

d. Force Majeure "Matters Beyond our Reasonable Control. If we cannot do what we have promised in this Agreement because of something beyond our reasonable control such as lightning, flood, exceptionally severe weather, or other Acts of God, fire or explosion, civil disorder, war or military operations, national or local emergency, anything done by any government or other competent authority or labor difficulties of any kind (including those involving our employees), we will not be liable for this. However, we will refund one day's average Service fee to you for any day, or part day, that there is a failure of the Service because of something beyond our reasonable control.

#### 7. DISPUTE RESOLUTION/BINDING ARBITRATION.

IT IS IMPORTANT THAT YOU READ THIS ENTIRE SECTION CAREFULLY. THIS SECTION PROVIDES FOR RESOLUTION OF DISPUTES THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH CLASS ACTION. YOU CONTINUE TO HAVE CERTAIN RIGHTS TO OBTAIN RELIEF FROM A FEDERAL OR STATE REGULATORY AGENCY.

a. If you have a dispute regarding your service contact us by email. [info@sostalk.com](mailto:info@sostalk.com)

b. Before initiating or participating in any arbitration or other resolution proceeding concerning any aspect of this Agreement or regarding the Company's Services, you must notify the Company in writing of such a dispute and give the Company at least 60 days (from the time you first notified the Company in writing) to resolve the dispute. Such written notice should be sent by email to [info@sostalk.com](mailto:info@sostalk.com). The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement.

c. If you do not notify SOS TALK in writing of a dispute with respect to SOS TALK's charges, or application of taxes, within six (6) months from the date of the disputed.

d. If a dispute is not resolved by good faith negotiations, you have the right to take any dispute that qualifies to small claims court rather than arbitration or a state or federal regulatory agency. All other disputes arising out of or related to this Agreement or the Company's products or services not resolved by good faith negotiations within sixty (60) days from the date you notify the Company in writing, regardless as to whether the dispute is based in contract, tort, statute, fraud, misrepresentation, or any other legal or equitable theory, must be submitted for final and binding arbitration. The arbitrator will have no authority to award consequential, incidental, punitive, or exemplary damages and both you and the Company expressly waive their rights to any such damages. To the extent such damages may not be so waived, if an arbitrator decides to award such damages they shall be limited to the total amount of service charges between the Parties. Unless applicable substantive law provides otherwise, each party pays its own expenses to participate in the arbitration, including attorney's fees and expenses for witnesses and production and presentation of evidence.

e. The arbitrator will have no authority to award consequential, incidental, punitive, or exemplary



damages and both you and the Company expressly waive their rights to any such damages. To the extent such damages may not be so waived, if an arbitrator decides to award such damages they shall be limited to the total amount of service charges between the Parties. Unless applicable substantive law provides otherwise, each party pays its own expenses to participate in the arbitration, including attorney's fees and expenses for witnesses and production and presentation of evidence.

g. EACH DISPUTE WILL BE DECIDED ON AN INDIVIDUAL CASE BASIS AND WILL NOT BE CONSOLIDATED IN ANY ACTION WITH THE DISPUTES OR CLAIMS OF OTHER CONSUMERS OR CUSTOMERS. YOU AGREE THAT YOU MAY NOT BRING ANY DISPUTE OR CLAIM AS A CLASS ACTION OR AS A PRIVATE ATTORNEY GENERAL, AND YOU AGREE NOT TO ACT AS A CLASS REPRESENTATIVE OR PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS WITH RESPECT TO ANY DISPUTE OR CLAIM RELATING TO THIS AGREEMENT OR THE SERVICES PROVIDED BY THE COMPANY.

i. Any dispute or claim arising out of or relating to this Agreement or the services provided by the Company must be brought within one (1) year after the date in which the basis for the dispute or claim first arises.

j. If any portion of this Dispute Resolution section is determined by a court to be inapplicable or invalid, then the remainder will still be fully effective and enforceable.

#### 8. Compliance with Law and Choice of Law.

a. General. The Company and you agree to comply with all applicable laws, rules, regulations, ordinances, orders, and decrees in performing this Agreement. You may be subject to refusal, suspension or cancellation of Service, without prior notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction. Any equipment or services that you provide and which connects with and/or interconnects with the Company's service and equipment must comply with federal and state laws and regulations. This Agreement will be construed in accordance with, governed by, and subject to the domestic laws of the State of Texas. b. Federal Communications Commission/State Courts. Where our Service terms and conditions are regulated by a state agency or the Federal Communications Commission; and if there is any inconsistency between this Agreement and those regulations, those regulations shall govern and this Agreement shall survive and be deemed amended as necessary to conform to such regulations.

#### 9. Changes to this Agreement.

We may amend this Agreement, including provisions regarding the use of our Services, products, equipment, or Service Plans, charges and prices at any time. You have the option to change your Service or features at any time by notifying us, and you may take advantage of those of our promotions for which you qualify, provided that you comply with any requirements of the change or the promotion, including, where applicable, extending the term of this Agreement. If we allow you to suspend your account for a temporary period, we may extend the term of your Agreement by the length of the temporary suspension. Nonsubstantive changes (those that do not affect the terms or conditions of service,; for example, the correction of typographical errors) and changes that do not adversely affect you may be made by us without notice to you.

#### 10. Miscellaneous.

a. Privacy. We are not liable for any lack of privacy that may be experienced with regard to the Service. You authorize our monitoring and recording of calls to us concerning your account or the Service. We have the right to intercept and disclose any transmissions over our facilities in order to protect our rights or property or pursuant to court order or subpoena.



b. Assignment. We may assign all or part of this Agreement without such assignment being considered a change to the Agreement, and without notice to you. We are then released from all liability. You may not assign this Agreement without our prior consent.

c. Entire Agreement. These Terms and Conditions, together with any other documents directly or indirectly referenced herein are made a part of these Terms and Conditions, and represent the entire agreement between you and us relating to the subject matter of this Agreement, which may only be amended as described in this Agreement. This Agreement supersedes any prior written or oral understanding between you and us, our affiliates, agents and contractors. If there is any inconsistency or conflict between the terms of this Agreement and the terms of any promotion, Service, and/or authorized written communications the Customer has received, the provisions of this Agreement will control.

d. Severability. If any term of this Agreement (including without limitation a Service Plan issued hereunder) is determined to be unenforceable, then such term will be enforced to the maximum extent permitted by law, rather than voided, and the remaining terms of this Agreement will remain in full force and effect.

e. Other SOS TALK Services. You may receive special promotions or discounts on other Services offered by SOS TALK, in connection with the purchase of certain Services. These promotions or discounts may terminate upon termination of this Agreement.

f. Capacity. You represent that you are legally competent to enter into this Agreement, that you are at least 18 years old, and that you are not aware of any disability that would prevent you from entering into this Agreement.

g. Waiver of Claims. Subject to section 7(i) above, if we do not enforce a claim or right, this does not amount to a waiver of our right to enforce such a claim or right.