**Drop-co Terms and Conditions document. Every Section needs Accept**

CAREFULLY READ THESE TERMS AND CONDITIONS BEFORE ACCEPTING THEMAND USING ANY SERVICES ON THIS WEBSITE. THESE TERMS AND CONDITIONS REPLACE AND SUPERSEDE ALL PREVIOUS TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, OBLIGATIONS AND DISPUTE RESOLUTION PROCEDURES. BY USING OUR SERVICES, YOU ARE ACCEPTING AND AGREEING TO ALL OF THESE TERMS AND CONDITIONS, INCLUDING THE MANDATORY MEDIATION AND ARBITRATION PROVISIONS SET OUT IN SECTION 10.0.I. THE COMPANY RESERVES THE RIGHT TO CHANGE THESE TERMS AND CONDITIONS AT ANY TIME WITHOUT NOTICE. ANY CHANGE TO THESE TERMS AND CONDITIONS SHALL BE EFFECTIVE IMMEDIATELY. YOU ARE RESPONSIBLE FOR FOLLOWING ANY CHANGES TO THE TERMS AND CONDITIONS. YOU SHOULD CONTINUE TO REVIEW THE TERMS AND CONDITIONS EACH TIME YOU ACCESS OUR WEBSITE AND USE OUR SERVICES. IF AT ANY TIME YOU DO NOT AGREE TO ANY OF THE TERMS AND CONDITIONS, EXIT THE WEBSITE AND DISCONTINUE USE OF THE WEBSITE AND OUR SERVICES. ANY REQUEST BY YOU OR ANY THIRD PARTY TO AMEND OR CHANGE OUR TERMS AND CONDITIONS IS EXPRESSLY REJECTED. BY ELECTRONICALLY ACCEPTING THESE TERMS AND CONDITIONS, YOU ARE ACKNOWLEDGING THAT YOU HAVE READ, UNDERSTAND AND ARE AGREEING TO ALL OF THESE TERMS AND CONDITIONS.

**Part I**

* **1. DEFINITIONS**
  1. **"Account"** means your registered account with us, through which you obtain access to and use of our Services, and includes all information and data which you input into your account, including without limitation, the designation of authorized users, passwords, and financial and billing information.
  2. **"Affiliate"** means: (i) any person or entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Company; and (ii) each officer, director, shareholder, agent, employee, supplier, or reseller of the Company. As used in this definition, "control" (including, with correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies.
  3. **"Aggregated Statistics"** means data and information related to Your use of the Services that is used by Company in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.
  4. **"Agreement"** and **"Terms and Conditions"** mean the terms and conditions recited herein, as amended from time to time by the Company, and all documents, rules and policies referenced herein.
  5. **"Authorized User"** means Your employees, consultants, contractors, and agents (i) who are authorized by You to access and use the Services under the rights granted to You pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder. **"Company"** means Drop Inc and NewHomePage LLC. which is also sometimes referred to as, "I", "we", "us" or "our".
  6. **"Customer Data"** means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of You or an Authorized User through the Services.
  7. **"Provider IP"** means the Services, the Documentation, and any and all intellectual property provided to You or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Companys monitoring of Your access to or use of the Services, but does not include Customer Data.
  8. **"Services"** means any of the services offered or provided, from time to time, by the Company through this website, including by way of example only, Voice Broadcasts, DropVMTM messages (Ringless Voicemail Drop Services), TextDropTMmessages (Short & Long Code Message Services), or other telemarketing services, including any such services that utilize an Automatic Telephone Dialing System (ATDS), Automatic Dialing-Announcing Device (ADAD), or live transfers.
  9. **"Third-Party Service Provider"**means any entity other than Company that may be involved in the performance of the Services, including by way of example cellular service providers and any other entities involved in the transmission, processing, and receipt of cellular telephone calls, voice mail messages, and text messages.
  10. **"Transmission"** means (i) the act or process of sending or transmitting audio, visual, text, or other forms of content and materials by means of electronic communication by means of our Services, or (ii) such content and material itself, as the context requires.
  11. **"You"** and **"your"** means a user, client, subscriber, customer, end user, or reseller, who is granted access and use of the Service by the Company.

* **2. LEGAL CAPACITY.**

You represent and warrant that: (a) you have the legal right, capacity and authority to agree to these Terms and Conditions as an individual or on behalf of a corporation or other entity; (b) you have attained the age of majority in the jurisdiction in which you reside and that you are in any event at least 18 years of age; and (c) if you are utilizing the Services on behalf of a corporation or other entity, all references to you and your in these Terms and Conditions shall include such corporation or organization, jointly and severally with you personally.

* **3. ACCESS ANDUSE OF YOURACCOUNT.**
  1. Provision of Access. Subject to and conditioned on Your payment of Fees and compliance with this Agreement, Company hereby grants you a non-exclusive, non-transferable right to access and use the Services during the Term, solely for use by Authorized Users in accordance with this Agreement. Such use is limited to Your internal use.
  2. Documentation License. Subject to this Agreement, Company hereby grants to You a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Your internal business purposes in connection with Your use of the Services.
  3. Use Restrictions. You shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. You shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law. For example, and without limitation, You will not and will not otherwise permit any Authorized User to engage in any of the following activity using your Account:
     1. any criminal or illegal activity;
     2. the spoofing or impersonation of another person, corporation, organization or entity and/or the misrepresentation of the true originator of any message, call, or transmission;
     3. engaging in spamming and/or nuisance activities that violate anti-spamming laws and regulations;
     4. the international promotion of goods and services;
     5. the promotion and/or transmission of any message or content related to an illegal or improper financial scheme, such as Ponzi or Pyramid scheme, or gambling;
     6. the Transmission of any form of communication that is defamatory, hateful, discriminatory, unlawful, or an infringement of any persons or groups rights, or the Transmission of any incident, obscene, offensive, violent, threatening, pornographic, or sexually explicit content, images or materials;
     7. offering the sale or distribution of illegal and/or controlled substances, drugs, alcohol, animals or animal products, and/or other contraband materials;
     8. offering any emergency services or other public safety service through 911 or any other system;
     9. sending any messages to recipients who will incur charges;
     10. the transmitting or sending of any malware, viruses, bots, spyware, Trojan horses, worms, or any other form of harmful, disruptive or surreptitious program  
         or code;
     11. any activity that adversely effects the operation, stability or reliability, of our Services or any activity that may subject us to third party liability or a third party claim;
     12. transmitting and/or misappropriating any content or intellectual property for which you do not have the right or authorization to use, including but not limited to trademark and copyright infringement, including any of our intellectual property;
     13. any activity that attempts to copy, reverse engineer or duplicate our website and/or Services or to bypass, circumvent, breach, disable, or impair any security feature of our Services;
     14. any use of our Services which in any manner interferes with or infringes upon any copyright, patent, trademark, know-how or other intellectual right or intellectual property of any other person or entity; or
     15. using our Services for any purpose not specifically authorized by us.
  4. Reservation of Rights. Company reserves all rights not expressly granted to You in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this document grants, by implication, waiver, estoppel, or otherwise, to You or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.
  5. Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer, or any Authorized User, is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the Services to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 7(a)(iii) (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.
  6. Account Information Maintenance. You will immediately update your Account to reflect any changes to your contact information. You are solely responsible for your Account, its content, maintenance, confidentiality and security, including all passwords related to your Account and for any and all activities onyourAccount, with or without your permission. You will immediately notify us of anyunauthorized use, unlawful use, violation of this Agreement, and/or breach of security on your Account and, if we request, you will assist us with stopping and remedying anysuch breaches or violations.
  7. Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Company may monitor Your use of the Services and collect and compile Aggregated Statistics. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Company. You acknowledge that Company may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.
* **4. Responsibilities Customer**

 You are responsible and liable for all uses of the Services and Documentation resulting from access provided by You, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, You are responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services and shall cause Authorized Users to comply with such provisions.

* **5. Audit Rights and Remedies**

 We reserve the right to audit your Account, your policies, practices, and procedures in using our Services, and your use of our Services at any time and from time to time. Without prior notice and without limiting any of our other rights and remedies, we may suspend, freeze, seize, restrict, and/or terminate your Account at any time, in our sole discretion, if we determine or believe that you have violated any of these Terms and Conditions and/or any Federal, State, local or international law, code, regulation, or rule. You shall fully cooperate with our personnel conducting such audits and provide all access requested by us to all records, systems, equipment, information, and personnel, including machine IDs, serial numbers, and related information. Any failure on our part to take action in the event of a violation of any law, regulation, code, or rule shall not be construed as a waiver of any right that we have to enforce these Terms and Conditions.

* **6. Disclosure Rights**

 We may disclose any and all information and data pertaining to your Account or your use of the Services to the extent such disclosure relates to our complying with any applicable law, regulation, subpoena, or court order.

* **7. ACCESS ANDUSE OF YOURACCOUNT.**
  1. Fees. You shall pay Customer the fees (**"Fees"**) as set forth on our website when You access the Services without offset or deduction. You shall make all payments hereunder in US dollars on or before the due date set forth on the website. If You fail to make any payment when due, without limiting Companys other rights and remedies: (i) Company may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) You shall reimburse Company for all costs incurred by Company in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 90 days or more, Company may suspend Your and Your Authorized Users' access to any portion or all of the Services until such amounts are paid in full.
  2. Taxes. All Fees and other amounts payable by You under this Agreement are exclusive of taxes and similar assessments. You are responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.
  3. Financial Auditing Rights and Required Records. You agree to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. Company may, at its own expense, on reasonable prior notice, periodically inspect and audit Your records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that You have underpaid Company with respect to any amounts due and payable during the Term, You shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with **Section 7(a)**. You shall pay for the costs of the audit if the audit determines that Your underpayment equals or exceeds 10% for any quarter. Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of two years after the termination or expiration of this Agreement.
* **8. Scrub and Other Obligations**

 At all times during the course of this Agreement, you shall implement all necessary policies and procedures to comply with the Telephone Consumer Protection Act (TCPA) safe harbor set forth at 47 C.F.R. 64.1200(c)(2)(i) and the safe harbor for reassigned numbers promulgated by the Federal Communications Commission that was adopted on December 12, 2018 in that certain Second Report and Order release on December 13, 2018, as either may be amended from time-to-time. You will timely scrub any numbers uploaded to our Services against all applicable federal and state do-not-call lists in furtherance of your full compliance at all times with all federal and state do-not-call laws and regulations. You are solely responsible and liable for any violations of federal and state do-not-call laws and regulations. Where required by applicable law or regulation, you will obtain the prior written consent from each recipient to contact such recipient.

* **9. Special Considerations for Selected Services**

 As to the services identified below, and in addition to any and all other Terms and Conditions in this Agreement, you also agree to the following when using the following Services:

* 1. VMDropTM Messages.VMDropTM messages may in some circumstances make a partial ring or line "tap"or "ping" on a recipients phone.RVM maybe subject to regulatory content restrictions and state and/or federal laws. Before initiating any RVM campaign, it is your responsibility to obtain independent legal advice with respect to your specific use of RVM and to assure you compliance with all applicable local, state and federal laws and regulations, which may include, by way of example only: (a) having prior express written consent to contact all recipients; (b) scrubbing all contact lists against national and state do-not-call lists and your internal do-not-call lists; and (c) ensuring that all message content is compliant with applicable laws, including but not limited to clearly providing the true identity of the originator of the message at the beginning of all VMDropTM messages, the return telephone number and address, and providing opt-out options in messages.
  2. Missed Call Terms. As an option for the Services, we may provide to you and you may elect to utilize a service option through which a missed call can be triggered for recipients phones and an accompanying VMDropTM message (peer-to-peer or otherwise) may be transmitted to the recipients (the "Missed Call Service"). To facilitate the Missed Call Service, we will provide You access to our Digital Identifiers to transmit the triggered missed call and accompanying VMDropTMmessage. Utilization of the Missed Call Service generally results in a higher number of callbacks from recipients. As such, in utilizing the Missed Call Service, in addition to the obligations outlined in Paragraph 7.0, You agree to indemnify, hold harmless, and defend us and our officers, directors, employees, agents, affiliates, successors, and permitted assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys fees, that are incurred by us (collectively, "Losses"), arising out of or related to any third-party claim alleging any failure by you to comply with any applicable federal, state or local laws, regulations, or codes relating to Your use of the Missed Call Service.
  3. SMS Terms (TextDropTM messages). As an option for the Services, we may provide to you and you may elect to utilize a service option through which we can trigger an SMS message with an accompanying voice message that may be transmitted to the recipients. To facilitate the TextDropTM message, we will provide You access to our Digital Identifiers to transmit the message (the "SMS Drop Service"). As such, in utilizing the SMS Drop Service, in addition to the obligations outlined in Paragraph 7.0, You agree to indemnify, hold harmless, and defend us and our officers, directors, employees, agents, affiliates, successors, and permitted assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys fees, that are incurred by us (collectively, "Losses"), arising out of or related to any third-party claim alleging any failure by you to comply with any applicable federal, state or local laws, regulations, or codes relating to Your use of the SMS VM Service.

**Part II**

* **10. DISCLAIMERS, LIMITS OF LIABILITY, INDEMNITIES, AND INTELLECTUAL PROPERTY RIGHTS.**
  1. Company warrants that the Services will conform in all material respects to the Documentation when accessed and used in accordance with the Documentation. Regardless of the above representation, Company does not make any representations or guarantees regarding the function or performance of any Third-Party Service Provider, and this warranty does not extend to any error in the Services that is the responsibility of any Third-Party Service Provider. In the event of any disruption of any Services, we will make a commercially reasonable effort to rectify such disruption.
  2. Your use of our Services is AT YOUR OWN RISK. Our website may provide links to external sources and other websites. We do not endorse these websites or warrant the accuracy or reliability of their content.
  3. We offer access to our website and offer our Services on an "as is" and "as available" basis. We make no representations or warranties of any kind about the suitability, reliability, usability, security, quality, capacity, performance, availability, timelines, or accuracy of the website or the Services. **Under no circumstances will you be entitled to a refund or charge back of any fees paid or incurred by you in connection with your access to and use of the Services.** Except to the extent prohibited by law, we expressly disclaim all conditions, warranties and representations, express implied or statutory, including implied conditions or warranties of merchantability, fitness for any particular purpose, title and non-infringement, and any warranties arising out of any course of dealing or usage of trade. **If you have used the software illegally and/or not followed TCPA and TSR guidelines, which resulted in Drop having to receive a formal Traceback, you will not be entitled to any refund of any kind, regardless of your balance upon termination.**
  4. No communication or information provided to you by us or any of our officers, directors, employees, legal counsel, agents, affiliates, licensors, licensees, or by any other third parties, prior to or subsequent to your accepting these Terms and Conditions shall be construed to be relied upon by you as a warranty, an inducement to contract, or as legal advice, nor shall it create a warranty to you or to any of your customers, clients, subscribers, or users of any of your goods or services.
  5. We are under no obligation to store or save any of your data for a period of longer than 60 days following the initial entry of such data on our website. We regularly delete data from customer accounts after 60 days of initial entry. It is your responsibility to backup or otherwise protect data on your Account as you see fit in order to prevent its loss or damage.
  6. NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS, IN NO EVENT WILL WE OR ANY OF OUR AFFILIATES, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, GOODWILL, OPPORTUNITY, OR EARNINGS, WHICH ARISE DIRECTLY OR INDIRECTLY FROM, OR ARE RELATED TO THE USE, OR NON-USE OF THE SERVICES OR IN RELATION TO THESE TERMS AND CONDITIONS, REGARDLESS OF THE CAUSE OF ACTION OR THEORY ON WHICH A CLAIM IS BASED, INCLUDING DAMAGES OR LOSSES ARISING FROM OR IN ANY WAY RELATED TO THEFOLLOWING: (a) ANY LOSS OR DAMAGE TO DATA ARISING DIRECTLY OR INDIRECTLY OUT OF USE OR NON-USE OF OUR WEBSITE, THE SERVICES OR ANY RELATED COMPONENT THEREOF; or (b) DELAYS, ERRORS, INTERRUPTIONS, MISTAKES, OMMISSION, NON-DELIVERY OR INCORRECT DELIVERY. THE COMBINED AGGREGATE LIABILITY OF THE COMPANY AND OUR AFFILIATES FOR ANY OTHER DAMAGES IS LIMITED TO THE LESSER OF (i) THE AMOUNT PAID TO THE COMPANY BY YOU DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE OF THE CIRCUMSTANCES THROUGH WHICH THE LIABILITY AROSE; OR (ii) ONE THOUSAND DOLLARS.
  7. You and your Authorized Users, employees, agents, clients, customers, and/or related entities are solely responsible and liable for any fines, penalties and/or other damages, claims and sanctions resulting from your contravention of any local, state and/or federal laws, codes, rules or regulations.
  8. You will defend, indemnify and hold harmless the Company and each of our Affiliates from and against any and all damages, losses, liabilities, judgments, fines, settlements, and expenses (including all reasonable legal expenses, such as but not limited to attorneys fees, expert fees, investigation expenses, discovery costs, taxes, and disbursements) incurred in connection with any claim, action or preceding commenced against the Company or any Affiliate or to which the Company or any Affiliate is made a party, whether by one or more individual plaintiffs or in connection with a class action (each an "Action"), arising from or in any manner related to your alleged or actual: (a) use or misuse of the Services; (b) violationof these Terms and Conditions; (c) violation of any local, state and/or federal law, regulation, rule, and/or code; (d) misrepresentation, breach of representation or warranty made by you;(e) unlawful use of, unauthorized use of, or access to the Services by you or by any third party using your Account; and (f) any other reasons including, but not limited to acts of God, destruction, theft, defects, viruses, communication failures, failure of performance, impairment, or loss of data, suspension or termination of service, and unauthorized access of our system, records, data or settings. We reserve the right to participate in the defense of any action through our own counsel and reserve the right to approve or reject any proposed settlement of any Action unless such settlement provides for a full and unconditional release of the Company and its Affiliates at no cost to us.
  9. We have the right to seek and recover all damages (of whatever type or nature) caused by you through any use of our Services in an unlawful manner, in a manner that violates these Terms and Conditions, or in a manner inconsistent with any applicable federal and/or state or local law, regulation, code or rule. Such damages may include, without limitations, direct, indirect, special incidental, cover, reliance, and consequential damages. The terms of this section shall survive the termination of this Agreement regardless of the cause or nature of such termination.
  10. You have reviewed all sections of these Terms and Conditions, particularly including the provisions set out with respect to the limitation of liability, indemnification and mandatory arbitration. You have had the opportunity to seek and obtain such independent legal advice as you may desire to fully understand these Terms and Conditions and are accepting these Terms and Conditions willingly and on a fully informed basis.
  11. Nothing in this Agreement shall entitle you to use any of the trademarks or tradenames of the Company or our Affiliates without our advance prior written permission, which may be withheld by us in our sole discretion without any reason being given therefor, and you acquire no rights whatsoever with respect to any such trademarks or tradenames.
  12. You acknowledge that your access to the Services is governed by the terms and conditions of this Agreement and that you do not acquire any ownership interest in the Services. We reserve and retain our entire right, title, and interest in and to the Services and all intellectual property rights arising out of or relating to the Services.

**Part III**

* **11. GENERAL TERMS**

* 1. Severability. Should any provision of these Terms and Conditions be determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof, and the remaining part of such provision and all other provisions will continue in full force and effect.
  2. Waiver of Rights and Remedies. Any failure on the part of the Company to enforce any provision of these Terms and Conditions or exercise any rights in respect thereof will not be construed as a waiver of any provision or right.
  3. Compliance. You will bear sole control and responsibility over compliance with all laws associated with or applicable to your use of the Services and you assume sole liability for any and all noncompliance.
  4. Relationship. No joint venture, partnership, fiduciary, employment, or agency relationship exists between you and us as a result of these Terms and Conditions or as a result of your use of the Services. You have no authority to bind the Company or any of our Affiliates in any respect whatsoever.
  5. Assignment. We may at any time assign our rights and obligations under these Terms and Conditions, in whole or in part, without notice to you. You may not assign these Terms and Conditions or any right to access our website or use our Services without our prior written consent which may be withheld in our sole discretion without any reason being given therefor. These Terms and Conditions will inure to the benefit of and be binding upon you and us, and our respective legal representatives, successors and permitted assigns.
  6. Term and Termination.
     1. Term. The term of this Agreement begins on the date you elect to begin utilizing the Services and will continue in effect one year from such date (the "Initial Term").  Unless otherwise terminated pursuant to this Agreement, each successive use of the Services shall constitute a renewal of the Agreement by You for a new and non-cumulative one-year period beginning from the date of that successive use (each a "Successive Term" and together with the Initial Term, the "Term").
     2. Termination. Either you or the Company may terminate this Agreement upon thirty (30) days prior notice by sending an email in accordance with the Notice provision below. Your lack of activity on your Account will not automatically terminate your Account, however, should your Account remain inactive for period longer than 30 days, we reserve the right to immediately delete any of your Customer Data without providing you any notice.  Additionally, the Company has the right to immediately terminate this Agreement and your right of access to and use of the Services in the event the Company determines in its sole judgment that you are in breach of any of your obligations, covenants, representations or warranties set forth in the Agreement.
     3. Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, You shall immediately discontinue use of the Provider IP and Customer shall delete, destroy, or return all copies of the Provider IP and certify in writing to the Provider that the Provider IP has been deleted or destroyed. No expiration or termination will affect Your obligation to pay all Fees that may have become due before such expiration or termination or entitle You to any refund.
  7. Notices. All notices required or permitted under these Terms and Conditions shall be issued as follows:  
     **IF TO THE COMPANY: To the name associated with your User ID &Paypal.  
           IF TO YOU: To the email address associated with your User ID.**
  8. Force Majeure. We will not be responsible for, or have any liability for any temporary suspension, unavailability, interruption, disruption or failure of our Services due to act of nature, acts of government, war, strikes, or failures in the supply of electricity or internet connection, or any other circumstances not within our control.
  9. Governing Law, Venue, Mediation and Arbitration. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois without regards to its choice of law or conflict of laws provisions. You and the Company agree that all disputes, claims or controversies arising out of or relating to the Agreement, including your use of any Services, shall be submitted first to JAMS for mediation at the Chicago offices of JAMS and, if the matter is not resolved through mediation, then it shall be resolved via binding arbitration at the Chicago offices of JAMS as hereinafter provided. Either you or the Company may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. You and the Company agree to: (a) cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings; and (b) participate in the mediation in good faith, sharing equally in the payment of JAMS charges. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by you or the Company, their respective agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any other proceeding involving you and the Company, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. You and the Company acknowledge and agree that any and all disputes arising in connection with this Agreement that cannot be settled by mutual agreement or mediation shall be resolved solely and exclusively via binding arbitration at the Chicago offices of JAMS. You or the Company may initiate arbitration at any time following 45 days from the initial mediation session ("Earliest Initiation Date"). At no time prior to the Earliest Initiation Date shall you or the Company initiate arbitration related to this Agreement except to pursue a provisional remedy that is authorized by JAMS Rules. However, this limitation is inapplicable if either you or the Company refuses to comply with the requirements of mediation described above. The arbitration shall be before one arbitrator and shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. All legal actions in connection with the enforcement of a mediation settlement or arbitration award or to seek injunctive relief related to this Agreement shall be brought in a state or federal court located in the City of Chicago, County of Cook, and State of Illinois. No party to this Agreement will challenge the jurisdiction or venue provisions as provided in this Section. Nothing contained in this Section shall prevent the Company from obtaining an injunction against any act, omission or anticipated act or omission on your part.
  10. Survival. All sections which by their nature are intended to survive the termination of this Agreement shall so survive and continue to be legally enforceable, including without limitations, Sections 1.0, 7.0, 8.0, 10.0.f., 10.0.h., and 11.0.a-m.
  11. Headings. The use of headings is for convenience only and such headings shall not be used to construe or interpret any content or provision of these Terms and Conditions.
  12. Limitation Period. Any cause of action you may have relating to a dispute respecting our website, any Services or these Terms and Conditions must be commenced within one year after the cause of action accrues or you shall be deemed to have waived any such cause of action and be barred from commencing any action or proceeding based on such cause of action.
  13. Entire Agreement. This Agreement, as amended from time to time, constitutes the entire agreement between you and the Company with respect to the matters referred to in these Terms and Conditions, and as such supersedes all prior and contemporaneous understanding, whether electronic, verbal, or written between you and us with respect to such matters.
  14. ACKNOWLEDGMENT. BY PROCEEDING WITH AND USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THE ENTIRE AGREEMENT AND FULLY UNDERSTAND THESE TERMS AND CONDITIONS. YOU AGREE AND ACCEPT ALL OF THE TERMS AND CONDITIONS WITHOUT RESERVATION OR EXCEPTION AND AGREE TO FULLY COMPLY WITH ALL OF THE PROVISIONS IN THIS AGREEMENT. YOU AGREE TO AND ACCEPT THESE TERMS AND CONDITIONS OF YOUR OWN FREE WILL AND WITHOUT ANY DURESS OR UNDUE PRESSURE OR INFLUENCE. YOU HAVE HAD THE OPPORTUNITY TO SEEK AND OBTAIN INDEPENDENT LEGAL ADVICE AND HAVE RECEIVED SUCH ADVICE AS YOU REQUIRE TO ENSURE THAT YOU FULLY UNDERSTAND AND ACCEPT THESE TERMS AND CONDITIONS WITHOUT RESERVATION OR YOU HEREBY EXPRESSLY WAIVE ANY SUCH INDEPENDENT LEGAL ADVICE AND THE PROTECTIONS IT MIGHT PROVIDE TO YOU.
  15. ACH Payments.For any bank to bank automated clearing house payments the **Authorized User** agrees to Dwolla, Authorize.net and Strip.com's [Terms of Service](https://www.dwolla.com/legal/tos/) and [Privacy Policy](https://www.dwolla.com/legal/privacy/). In order to use the payment functionality of [Clients/our] application, you must open a "Dwolla, Authorize.net and Strip.com Account" provided by Dwolla, Authorize.net and Strip.com, Inc. and you must accept the Dwolla, Authorize.net and Strip.com Terms of Service and Privacy Policy. Any funds held in or transferred through your Dwolla, Authorize.net and Strip.com Account are held or transferred by Dwolla, Authorize.net and Strip.com's financial institution partners. You must be at least 18 years old to create a Dwolla, Authorize.net and Strip.com Account. You authorize [Client/us] to collect and share with Dwolla, Authorize.net and Strip.com your personal information including full name, [date of birth, social security number, physical address,] email address and financial information, and you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your Dwolla, Authorize.net and Strip.com Account through [Clients/our] application, and Dwolla, Authorize.net and Strip.com account notifications will be sent by [Client/us], not Dwolla, Authorize.net and Strip.com. [Client/We] will provide customer support for your Dwolla, Authorize.net and Strip.com Account activity, and can be reached at [website], [email] and/or [phone number].