

ACCEPTABLE USE, EMAIL RETENTION AND COPYRIGHT POLICIES

In the Acceptable Use Policy, Email Retention Policy and Copyright Policy (each the "Policy" as applicable, and collectively, the "Service Policies"), we refer to IPatriots, LLC as "IPatriots.us", "we", "us" or "our", and users of the IPatriots.us website and services provided by IPatriots.us, and, as applicable, all associated media, printed materials, and "online" or electronic documentation (collectively, the "Service(s)"), as the "Customer", "you" or "your." The purpose of the Service Policies is to ensure that the Services are used in a manner that benefits everyone. In order to use the IPatriots.us Service, you must read, understand and agree to abide by these Service Policies.

WE MAY REVISE, AMEND OR RESTATE THE SERVICE POLICIES FROM TIME TO TIME BY POSTING A NEW VERSION OF ON THE IPATRIOTS.US WEB SITE AT WWW.IPATRIOTS.US (OR ANY SUCCESSOR URL(S)). REVISED, AMENDED OR RESTATED SERVICE POLICIES ARE EFFECTIVE IMMEDIATELY UPON POSTING. ACCORDINGLY, CUSTOMERS AND USERS SHOULD REGULARLY VISIT OUR WEB SITE AND REVIEW THE SERVICE POLICIES TO ENSURE THAT THEIR ACTIVITIES CONFORM TO THE MOST RECENT VERSIONS.

Acceptable Use Policy

- A. Customers must use the Service in a manner that is ethical and in conformance with prevailing community standards. IPatriots.us shall have the sole and non-reviewable right to determine whether a Customer's use violates this standard.
- B. Customers must use the Service in a manner that respects the integrity of our system and all components thereof. Customers will not use or allow others to use the Service to disrupt our network or equipment, or equipment owned by other IPatriots.us customers. For example, Customers agree not to: (i) use or allow others to use the Service to disrupt other Internet Service Providers' service, including but not limited to by e-mail bombing or the use of mass mailing programs; (ii) access or attempt to access other users' systems; (iii) disrupt others' use of the network; (iv) damage or change our or other users' computer hardware or software in any way, whether directly or indirectly.
- C. Customers shall not use the Service, directly or indirectly, for any unlawful purpose. Customers shall not post, store, disseminate or transmit through the Service any information, data or material (including any message or series of messages) that violates or infringes in any way upon the rights of others (including copyright, trademark or other intellectual property rights), that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, or in the circumstances would be obscene, pornographic or indecent, constitutes hate speech or is otherwise objectionable, offensive, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate (regardless of whether this material or its dissemination is unlawful), or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law. IPatriots.us shall have the sole and unreviewable right to determine whether content violates these standards.
- D. Customers shall not resell or otherwise offer or make the Service available to other users, locations or tenants, and shall not charge others to use the Service, in whole or in part, directly or indirectly, or on a bundled or unbundled basis. Customers are specifically prohibited from permitting other users and/or locations to access the IPatriots.us Internet service, whether through wireless or other means. Without limiting the generality of the foregoing, and except as otherwise specifically provided in a written agreement between Customer and IPatriots.us, the Service is for personal and non-commercial use only and Customer agrees not to use the Service for operation as an Internet service provider, a server site for ftp, telnet, rlogin, e-mail hosting, "web hosting" or other similar applications, for any business enterprise, or as an end-point on a local area network or wide area network.
- E. Customers shall not utilize excessive "bandwidth" (i.e. volume of data transmitted or received) at any time or on an on-going basis. IPatriots.us shall have the sole and unreviewable right to determine whether Customer's use violates this standard. Customers must ensure that their activity does not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in the sole judgment of IPatriots.us) an unusually large burden on the website. In addition, Customers must ensure that their activities do not improperly restrict, inhibit, disrupt, degrade or impede IPatriots.us's ability to deliver the Service or monitor the Service, and/or other network Services.
- F. Customers may not use the Service for spamming. This includes but is not limited to the following activities:
- Sending bulk unsolicited messages
 - Sending e-mails which provoke complaints from the recipients
 - Sending junk email
 - Using distribution lists that include people who have not given their permission to be included in such a distribution process
 - Posting commercial ads to Usenet groups that do not permit them
 - Posting articles that contain binary encoded data to non-binary newsgroups
 - Sending excessive and repeated off-topic messages to newsgroups
 - Sending excessive and repeated cross-postings

- Harassing other Internet users including but not limited to transmitting any threatening, libelous or obscene materials.
- Posting or transmitting charity requests, petitions for signatures, chain letters or letters relating to pyramid schemes or contests, or any other duplicative or unsolicited messages (commercial or otherwise).
- Posting or transmitting through the Service any material that constitutes or contains advertising or any solicitation with respect to products or service.
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G. Activities that have the effect of facilitating unsolicited commercial e-mail or unsolicited bulk e-mail, whether or not the e-mail is commercial in nature, are prohibited.

H. Customers will not use, nor allow others to use, the Service to intentionally transmit computer "viruses," worms, "Trojan horses" or other harmful software programs and Customer will use Customer's best efforts to prevent the unintentional transmission of such viruses or other harmful software.

I. Customers will not impersonate another user, falsify one's user name, age or identity in e-mail or in any post or transmission to any newsgroup or mailing list or other similar groups or lists. Customers will not forge any message header of any electronic transmission, originating or passing through the Service, or perform any other similar fraudulent activity.

J. Customers must respect the property rights of others, including those conferred by copyright, trademark and other laws that protect intellectual property rights. Except as allowed by applicable law, Customers shall not upload, post or otherwise make available on the Service any material protected by copyright, trademark, or trade secret or other proprietary right without the express permission of the owner thereof. Customers may upload public domain materials and is responsible for and assumes all risks with respect to the determination of whether materials are in the public domain.

K. Except as expressly permitted under copyright law, no copying, redistribution, publication or commercial exploitation of downloaded material will be permitted without the express prior written consent of IPatriots.us and, where applicable, the third party copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution or copyright notice shall be made.

L. Customers will not access any other person's computer or computer system, software, or data without their knowledge and consent; breach the security of another user; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for Customer, logging into or making use of a server or account Customer are not expressly authorized to access, or probing the security of other hosts, networks, or accounts.

M. Customers will not use or distribute tools designed or used for compromising security, such as password guessing programs, decoders, password gatherers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning, for any reason, is strictly prohibited.

N. Customers will not restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any IPatriots.us (or IPatriots.us supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any IPatriots.us facilities used to deliver the Service.

O. Customers will not distribute programs that remove locks or time-outs built into software (cracks).

P. Customers will not initiate, perpetuate, or in any way participate in any pyramid or other illegal soliciting scheme.

Q. Customers will not participate in the collection of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity.

R. Customers will not collect responses from unsolicited messages.

S. Customers will not collect, or attempt to collect, personal information about third parties without their consent.

T. Customers will not interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host.

U. Customers are fully responsible for their account and responsible for any misuse of the Service, even if the misuse was committed by a friend, family member, or guest with access to Customer's account. Customers are solely responsible for the security of any device they chooses to connect to the Service, including any data stored or shared on that device.

V. Messages posted to newsgroups must comply with the written charters or FAQs for those newsgroups as well as any other terms and conditions applicable to any particular newsgroups or provider of newsgroups. Advertisements, solicitations, or other commercial messages should be posted only in those newsgroups whose charters or FAQs explicitly permit them. Customers are responsible for determining the policies of a given newsgroup before posting to it. IPatriots.us reserves the right to discontinue access to any newsgroup at any time for any reason.

W. Customers are solely responsible for any information or content that they or others publish or store at IPatriots.us. IPatriots.us reserves the right to remove, block, or refuse to post or store any information or materials, in whole or in part, that it, in its sole discretion, deem to be offensive, indecent, or otherwise inappropriate regardless of whether this material or its dissemination is unlawful.

Email Retention Policy

General Policy

IPatriots.us reserves the right to manage its network for the greatest benefit of the greatest number of users and subscribers including, without limitation, the following: rate limiting, rejection or removal of "spam" or otherwise unsolicited bulk email, anti-virus mechanisms, traffic prioritization, and protocol filtering. You expressly accept that such action on the part of IPatriots.us may affect the performance of the Service. IPatriots.us reserves the right to enforce limits on specific features of the Service including, without limitation, email storage (including deletion of dormant or unchecked email).

Email

Email boxes

Size of mail boxes 25 GB per email mailbox
Maximum attachment size 50MB

Message rules

	Action	Timing
Inbox		
Read	Delete	Delete at time of account deactivation
Unread	Delete	Delete at time of account deactivation
Drafts	Delete	Delete at time of account deactivation
Junk Folder	Delete	Delete at time of account deactivation
Trash	Delete	Delete at time of account deactivation
Sent	Leave message on server	On by default
Sent that is on server	Delete	Delete at time of account deactivation
Rate limiting for webmail	200 recipients max	200 messages/hr max
Rate limiting for Outlook	1000 recipients max	1000 messages/hr max

DMCA Policy and Procedure for Making Claims of Copyright Infringement

IPatriots.us requires that all Customers and users of the Service comply with U.S. copyright and related laws. It is our policy to comply with the Digital Millennium Copyright Act (the "**DMCA**") and other applicable laws to reserve the right to terminate in appropriate circumstances the Service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who IPatriots.us believes in its sole discretion is infringing these rights. IPatriots.us may terminate the Service at any time with or without notice for any affected customer or user. These policies do not affect any other rights IPatriots.us may have under law or contract.

Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the DMCA to report alleged infringements. You may file a notification of claimed infringement pursuant to the DMCA (a "**Notification**") with the Designated Agent of IPatriots.us if you believe that your rights under U.S. copyright law (See Title 17, United States Code, Section 512(c)(3)) have been violated. The DMCA provides the following procedure for parties to follow who wish to file a Notification of claimed infringement with IPatriots.us. To serve a Notification on IPatriots.us, send your Notification to:

Email Address of Designated Agent: support@iPatriots.us

Designated Agent: Director of Internet Technology, IPatriots.us, LLC, 230 S. Clark Street, Suite 302, Chicago, IL 60604.

Facsimile: 877-452-4338

Contents of Notification

In order to be effective under the DMCA, the Notification must (i) be in writing, and (ii) provided to the Designated Agent of IPatriots.us. In order for such a complaint to be effective under the DMCA, the Notification must include the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single Notification, a representative list of such works at that site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted.
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the Notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receipt of the written Notification containing the information described in 1 through 6 above, IPatriots.us will, in accordance with applicable law:

1. Remove or disable access to the material that is alleged to be infringing; and
2. Take reasonable steps to promptly notify the subscriber that it has removed or disabled access to the material.

NOTE: Under the DMCA, claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs, and attorneys fees. See Title 17, United States Code, Section 512(d).

NOTE: The information provided regarding the DMCA is for informational purposes only, and is not intended as legal advice. If you believe your rights under U.S. Copyright law have been infringed, you should consult an attorney.

Violation of Service Policies

If a Customer (or any user of a Customer's account) uses the Service in a way that IPatriots.us, in its sole discretion, believes violates our Service Policies, IPatriots.us may take any responsive actions that it deems appropriate, including temporary or permanent removal of content, temporary or permanent blocking of websites, and the immediate suspension or termination of all or any portion of the Service. IPatriots.us and its agents will have no liability for any these responsive actions.

IPatriots.us further reserves the right to investigate suspected violations of its policies. Customers expressly authorize IPatriots.us to cooperate with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. This cooperation may include: (i) IPatriots.us providing available personally identifiable information about Customer to law enforcement or system administrators, including, but not limited to, user name, subscriber name, and other account information; and (ii) temporary or permanent blocking of certain websites. Upon termination of a Customer's account, IPatriots.us is authorized to delete any files, programs, data and e-mail messages associated with a Customer's account.

Limitation of Liability

Notwithstanding anything contained in these Service Policies (as they may be amended or restated from time to time), IPatriots.us and its suppliers reserve the right at all times to delete a customer's email, files, or other information that is stored on IPatriots.us's or its suppliers' servers or systems. Customers understand and agree that IPatriots.us shall have no liability whatsoever as a result of the loss or removal of any such email, files, or other information.

CUSTOMERS AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS IPATRIOTS.US AND ITS AFFILIATES, SUPPLIERS, AND AGENTS AGAINST ALL CLAIMS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) RESULTING FROM CUSTOMERS' ENGAGING IN ANY OF THE PROHIBITED ACTIVITIES LISTED IN THIS POLICY OR RESULTING FROM CUSTOMERS' VIOLATION OF THE POLICY OR OF ANY OTHER POSTED IPATRIOTS.US POLICY RELATED TO THE SERVICE.

(Revision Date: January 10, 2018)

IPatriots.us Website Privacy Statement

This website is a service of IPatriots.us, LLC (hereinafter referred to as "IPatriots.us", "we", "us", or "our"). We provide this statement to identify for you the privacy practices that we adhere to with respect to this website, including an explanation of: (1) the categories of personally identifiable information about you that may be collected and the choices available to you regarding collection, use, and distribution of the information; (2) how the information is used and the categories of persons or entities with whom the information may be shared; (3) how you can opt in or out of IPatriots.us promotional e-mail; (4) the kind of security procedures that are in place to protect the loss, misuse or alteration of information; (5) how you can review and request changes to the information; (6) how we notify visitors and users of this website of changes to this privacy statement; and (7) the privacy policies that apply to subscribers to IPatriots.us products and services. Questions regarding IPatriots.us's website privacy statement should be directed to support@ipatriots.us.

Collection of Information

The information collected by IPatriots.us falls into two categories: (1) information voluntarily supplied by visitors to and users of the website and (2) tracking information recorded as visitors and users navigate through the website. Some of this information is personally identifiable information, but much of it is not. Personally identifiable information is information that identifies a particular person.

As a general policy, IPatriots.us does not automatically collect "personal" information from visitors to this website. However, certain non-personal information of visitors is recorded by the standard operation of the IPatriots.us Service. We use so-called "cookies," which are small files stored on a computer's hard drive to simplify and improve a user's Web experience. The cookie does not personally identify you. Our website may store information in a cookie about your computer configuration so that it can more efficiently provide information to you the next time you visit the site. Or, your browser program might save a cookie with your username and password so that a website's server will automatically recognize you the next time you access the site. Generally, information tracked by our system includes the type of browser being used by the visitor, the type of operating system in use by the visitor and the domain name of the visitor's Internet service provider. By having this information, Web pages optimized for a particular visitor's computer are automatically made available to that visitor. We may also use aggregate, non-personally identifiable information to determine the number of visitors to this website and to determine which products and services are the most popular with our website visitors.

We may also use one or more advertising network providers to help present advertisements or other content on this website. These advertising network providers use cookies, web beacons, or other technologies to serve you advertisements or content tailored to interests you have shown by browsing on this and other websites you have visited. Advertising network providers collect non-personally identifiable information such as your browser type, your operating system, web pages visited, time of visits, content viewed, ads viewed, and other click stream data.

The use of cookies, web beacons, or similar technologies by these advertising network providers is subject to their own privacy policies, not our privacy policy for this website or its Service. If you do not want the benefits of this advertising, you may opt-out by visiting www.networkadvertising.org/consumer/opt_out.asp.

In addition to the information that is collected by our system, you may also voluntarily provide to IPatriots.us when you visit certain areas of this website personal information about yourself, such as your name, address, email address, and other information that may personally identify you. Although this information is not generally required by IPatriots.us for you to use this website, IPatriots.us may be unable to provide you with some products and services that we make available to other visitors to our website without the information. You also will not be able to order selected products or services over the IPatriots.us website unless you provide certain personally identifying information about yourself. The information you supply will help us to offer you more personalized features, to tailor our website to your interests and make it more useful to you. Our system will remember some of this information the next time you login to our secure eCommerce section and use our website, but can be changed later by you.

IPatriots.us is especially concerned with children who access and use this website. IPatriots.us does not knowingly collect personally identifiable information from children under the age of thirteen. If IPatriots.us (or any other website operator) collects personal information from children under the age of thirteen, we must first obtain parental consent. Children should always get permission from their parents before sending any information about themselves over the Internet. IPatriots.us

strongly encourages parents to supervise their children's online activities and consider using parental control tools available from online services and software manufacturers that help control access to certain content on the Internet. These tools can also help prevent children from disclosing online personal information without parental permission.

Use and Sharing of Information

IPatriots.us will generally use any personally identifiable data that you provide to us when you visit this site only for the purposes described at the time it is collected and otherwise to contact you to make you aware of other products and services that you may find of interest. We consider the personally identifiable information contained in our business records to be confidential. We may sometimes disclose personally identifiable information about you to our affiliates or to others who work for us, as necessary to provide our Services to you. We may be required by law or legal process to disclose certain personally identifiable information about you without your consent and without notice in order to comply with a valid legal process such as a subpoena, court order, or search warrant.

Links to Other Websites

This website may contain links to or from other websites whose privacy policies and practices we do not control. You should carefully review the privacy policies and practices of each such site in order to determine how each site may use any personal information you provide.

Security

All information gathered on our website is stored within a database that is designed to be accessible only to IPatriots.us and its specifically authorized contractors and vendors. Although IPatriots.us implements security measures to protect from disclosure or interception any such personally identifiable information that you may voluntarily supply to us, we cannot guarantee in all instances the complete security of such information.

Changes to Information

You may review and change information that you provide to us through this website by returning to the pages where you entered it, and reviewing or changing the information directly. You may also request changes to some information, such as billing and account information, by sending an email to support@iPatriots.us, if you are able to verify your identity using a IPatriots.us username, secret question and answer, or another identifier requested by IPatriots.us.

Changes to this Privacy Statement

We may change this privacy statement from time to time, so please check this statement periodically when you visit this website. If we change this privacy statement at some point in the future, we will post the changes on our website. By continuing to use the website after we post any changes, you accept and agree to the most recent version of the IPatriots.us privacy statement.

(Revised as of January 10, 2018)

Terms and Conditions of Subscription to IPatriots.us Service

PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS (HEREINAFTER, THE "**TERMS**" OR THIS "**AGREEMENT**"). THIS AGREEMENT IS A LEGAL CONTRACT BETWEEN YOU (HEREINAFTER, THE "**CUSTOMER**", "**YOU**" OR "**YOUR**"), AND IPATRIOTS.US, LLC (HEREINAFTER, "**IPATRIOTS.US**", "**WE**", "**US**" OR "**OUR**"), FOR THE USE OF THE SERVICES PROVIDED BY IPATRIOTS.US, AND, AS APPLICABLE, ALL ASSOCIATED MEDIA, PRINTED MATERIALS, AND "ONLINE" OR ELECTRONIC DOCUMENTATION (COLLECTIVELY, THE "**SERVICE(S)**"). THESE TERMS IDENTIFY THE RIGHTS AND OBLIGATIONS WITH REGARD TO THE SERVICES DELIVERED AND INCLUDE PROVISIONS REGARDING WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY AND BINDING ARBITRATION OF DISPUTES.

- 1. Subscription to Service.** IPatriots.us provides its Services, as they may exist from time to time, to Customers who establish an authorized account ("**Account**") and pay an annual service fee to subscribe to the Service. **BY ESTABLISHING AN ACCOUNT OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS (INCLUDING ANY AMENDED, REVISED OR RESTATED TERMS) AND TO USE THE SERVICE IN COMPLIANCE WITH THESE TERMS, ANY ACCEPTABLE USE POLICY AND OTHER POLICIES ESTABLISHED BY IPATRIOTS.US.** If you do not agree to these terms and conditions, including any future revisions, you may not use the Service and if you are a current Customer, you must immediately notify IPatriots.us and terminate your use of the Service.
- 2. Changes to Service.** IPatriots.us shall have the right at any time to change, modify, discontinue or delete any aspect, feature or requirement of the Service, including but not limited to pricing, content, hours of availability, and equipment needed for access to and use of the Service. IPatriots.us further has the right to add to or modify any rules, terms and conditions governing use of the Service at any time. An online version of this Agreement, and any policies as so changed from time to time, will be accessible at www.IPatriots.us or another online location as designated by IPatriots.us. To the extent required by applicable law, IPatriots.us will provide you with notice of the new or changed terms or prices by written, electronic or other means in our discretion (for example, we may notify you of such change by sending you an email or by posting the changed term or price on our website at www.IPatriots.us). You agree that any of the forgoing will constitute sufficient notice. Your continued use of the Service, will be deemed to constitute your acceptance of such change. Because we may from time to time use the methods described above to notify you about important information regarding the Service, this Agreement, and related matters, you agree to regularly check your e-mail, and postings on our website at www.IPatriots.us (or at an alternative site as designated by IPatriots.us). You understand and acknowledge that you bear the risk of failing to do so.
- 3. Customer Representations and Warranties.** Customer represents and warrants to us that:
 - 1.** Customer is at least 18 years of age. Customer has provided and will continue to provide to IPatriots.us accurate, complete, and current Customer information, including but not limited to Customer's legal name, address, phone number(s), and payment data (including but not limited to credit card numbers and expiration dates). Customer agrees that during the term of this Agreement Customer will promptly update their eCommerce account information if there is any change in the information that Customer has provided to us in accordance with the terms of this Agreement. If you fail to provide and maintain accurate information, you are in breach of this Agreement.

2. Customer will comply with all export and re-export control laws, including but not limited to the Export Administration Act, the Arms Export Control Act and their implementing regulations, and Customer will not transfer, by electronic transmission or otherwise, any content derived from the Service to either a foreign national or a foreign destination without first obtaining any required government authorization. Customer further agrees not to upload to the Service any data or software that cannot be exported without prior written government authorization. The terms "export" and "re-export" mean transferring or releasing technology to another country or to a national of another by any means - physical, electronic or otherwise. This includes the electronic transmission of information and software to foreign countries and to certain foreign nationals.
3. Customer is responsible in all respects (including all payment obligations) for all use of Customer's Account in all circumstances, including under any screen name or password by any person. Customer is responsible for protecting the confidentiality of Customer's passwords. Customer will ensure that all use of Customer's Account complies fully with the provisions of these Terms and any operating rules that may be promulgated from time to time by IPatriots.us, and all use by others of Customer's Account is subject to the terms hereof. Customer further acknowledges and agrees that Customer is solely responsible for and liable for any and all breaches of the terms and conditions of this Agreement, whether the breach is the result of use of the Service by Customer or by any other user of the Service through Customer's Account. Customer agrees to indemnify, defend and hold harmless IPatriots.us and its officers, directors, employees, affiliates and agents against any and all claims and expenses (including reasonable attorney fees) arising out of the use of the Service or the breach of this Agreement by Customer or any other user of the Service through Customer's Account.
4. **Internet Speeds.** IPatriots.us makes no representation regarding the speed of the Internet Service. Actual speeds may vary and are not guaranteed. Many factors affect speed including, without limitation, the number of workstations using a single connection.
5. **Charges and Fees.**
 1. You must (i) provide IPatriots.us with accurate and complete billing information including legal name, address, telephone number, and credit card/billing information, and (ii) promptly report to IPatriots.us all changes to this information. Customers are responsible for any charges to their Account.
 2. You agree to pay for the Service that you have subscribed to, including all applicable local, state or federal fees or taxes. Customers who participate in a promotional offer with a discount on Service fees will revert back to the standard fee for the Service at the end of the promotional period. Service charges will be billed annually in advance and are payable upon subscribing for the Service. Cancellation requests must be submitted within the first thirty (30) days of your subscription (or renewal) by sending an email with the subject line titled "**REFUND REQUEST**" to support@iPatriots.us. No refunds will be given after the initial thirty (30) days of your subscription (or renewal).
 3. You warrant that you are authorized to use the payment method that you enter when you create an Account. You authorize us to charge you for the service using your payment method and for any paid feature of the Service that you choose to sign up for or use while this Agreement is in force. If we have informed you that the Service will be provided indefinitely or automatically renewed, we may automatically renew your Service and charge you for any renewal term. By providing a credit card number to us, you authorize us to continue charging the credit card for all fees (including without limitation service fees, as well as applicable taxes and fees) payable to IPatriots.us, and any other charges incurred by you and payable to IPatriots.us pursuant to this Agreement.
 4. IPatriots.us shall charge your credit card all amounts payable by you to IPatriots.us pursuant to this Agreement in accordance with the information provided by you. You agree that IPatriots.us is not liable for any other charges (i.e., over limit) related to any charge against your credit card. You agree to inform us immediately of any change in credit card or bank account information (including without limitation a change in credit card expiration date). Your card issuer agreement governs use of the credit card in connection with the Service, and you must refer to that agreement with respect to your rights and liabilities as a cardholder. If IPatriots.us does not receive payment from your credit card issuer or its agents, you agree to pay all amounts due upon demand by us.
 5. The Service may allow you to access third-party content providers, providers of services, on-line services and other information. You acknowledge that you may incur charges on account of such access or usage through the Service separate and apart from the amounts charged by us. In addition, you may incur charges as a result of accessing on-line services or purchasing or subscribing to other offerings. You agree that all charges payable to third parties, including all applicable taxes, are your sole responsibility. In addition, you are solely responsible for protecting the security of credit card information provided in connection with such transactions.
 6. Customer will be liable for all use of the Services through Customer's Account. Customer agrees to notify IPatriots.us immediately by emailing our customer service department at support@iPatriots.us if Customer becomes aware at any time that the Services are being used without Customer's authorization. Your email must include your account number and a detailed description of the circumstances of the unauthorized use of the Services.
 7. Gift Certificates are transferable, but non-refundable.
6. **Acceptable Customer Use of the Service; Limitations.**
 1. Customer agrees at all times to adhere to the current IPatriots.us Acceptable Use Policy (AUP), email retention policy, DMCA policy and other applicable policies communicated to you (collectively, the "Service Policies"). Upon any violation of the Service Policies by Customer or through use of Customer's Account, IPatriots.us, in addition to all of its other available legal or equitable remedies, may take any responsive actions that it deems appropriate, including: (i) temporary or permanent removal of content, (ii) temporary or permanent blocking of websites, and/or (iii) the immediate suspension or termination of all or any portion of the Service. Notwithstanding anything to the contrary in this Agreement, you acknowledge and agree that the terms of the Service Policies may be put into effect or revised from time to time without notice by posting a new version of the Service Policy to the IPatriots.us website at www.IPatriots.us. Accordingly, you should consult the Service Policies regularly to conform to the most recent version.
 2. Use of the Service for transmission or storage of any information, data or material in violation of any federal, state or local law or regulation is prohibited.
 3. Customer acknowledges that use of the Service does not give Customer ownership or other rights in any Internet/on-line addresses provided to Customer, including but not limited to Internet Protocol ("IP") addresses, e-mail addresses and web

addresses. We may modify or change these addresses at any time without notice and shall in no way be required to compensate you for these changes.

4. By using the Service to publish, transmit or distribute material or content, you (i) warrant that the material or content complies with the provisions of this Agreement, (ii) consent to and authorize IPatriots.us, its agents and affiliates to reproduce, publish, distribute, and display the content worldwide, and (iii) warrant that you have the right to provide this authorization. You acknowledge that material posted or transmitted using the Service may be copied, republished or distributed by third parties, and you agree to indemnify, defend and hold harmless IPatriots.us, its agents and affiliates for any harm resulting from these actions.
5. Title and intellectual property rights to the Service are owned by IPatriots.us, its agents, suppliers or affiliates or their licensors or otherwise by the owners of such material and are protected by copyright laws and treaties. The copying, redistribution, reselling or publication of any part of the Service without express prior written consent from IPatriots.us or other owner of such material is prohibited.
6. In addition to any content that may be provided by us, you may access material through the Service that is not owned by IPatriots.us. Any such material may be downloaded from the Service with the consent of any third party copyright owner only for your personal, non-commercial use, and you are not allowed to redistribute that material over any network (other than a residential home network located in the premises) or sell or offer for sale that material. Unless other terms and conditions expressly apply to specific content, you may make: (i) one machine readable copy, (ii) one backup copy, and (iii) one print copy of any material downloaded from the Service; any other copying, or any redistribution or publication of any downloaded material, including, without limitation, posting to any other online service, must be with the express permission of the relevant copyright holder. In any permitted copying, redistribution or publication of copyrighted material, any changes to or deletion of any copyright notice are prohibited. Other terms, conditions and limitations may apply to your use of any content or material made available through the Service that is not owned by IPatriots.us. You should read those terms and conditions to learn how they apply to you and your use of any non-IPatriots.us content. In all events, you must respect the property rights of others, including those conferred by copyright, trademark and other laws that protect intellectual property rights. Except as allowed by applicable law, you shall not upload, post or otherwise make available on the Service any material protected by copyright, trademark, or trade secret or other proprietary right without the express permission of the owner thereof. You may upload public domain materials, but you are solely responsible for and assume all risks with respect to the determination of whether materials are in the public domain.
7. **Customer Termination.** By email with a subject line titled "Subscription Termination" to support@IPatriots.us.
8. **IPatriots.us Termination.** If Customer breaches this Agreement or fails to abide by our rules, regulations and/or policies, IPatriots.us, at its option and without the giving of notice, may discontinue the Service, and pursue all of its other legal and equitable remedies against Customer. Customer shall pay all reasonable collection and/or attorney's fees to IPatriots.us in the event that IPatriots.us shall find it necessary to enforce collection or to preserve and protect its rights under this Agreement. IPatriots.us may terminate its Service immediately in the event that Customer makes an assignment for the benefit of creditors or a voluntary petition is filed by or against Customer under any law having for its purpose the adjudication of Customer as a bankrupt or the reorganization of Customer. Subject to applicable law, IPatriots.us may also terminate this Agreement for any other reason or no reason with notice to Customer. Any prepaid fees for Service not received will be refunded (less any outstanding amounts due IPatriots.us for applicable fees and charges).
9. **Monitoring and Enforcement; Restrictions on Use.**
 1. Customer agrees that IPatriots.us shall have the right, but not the obligation, to monitor all transmissions, postings and content on the Service, including chat rooms, bulletin boards, e-mail and forums, in order to determine compliance with these Terms (including the Acceptable Use Policy) and any rules now or hereafter established by IPatriots.us. Customer acknowledges and agrees that IPatriots.us and its agents shall have the right to monitor any such postings and transmissions from time to time and to use and disclose them in accordance with this Agreement and IPatriots.us policies, and as otherwise required by law or government request. IPatriots.us reserves the right to edit, remove, request removal of, or refuse to upload, post, publish, transmit or store any information or materials, in whole or in part, that, in our sole discretion, is unacceptable, undesirable or in violation of this Agreement or IPatriots.us policies. Customer agrees that IPatriots.us has the right to take any action IPatriots.us deems appropriate to protect the Service, its facilities for provision of the Service, including but not limited to restricting or prohibiting the posting of any material that interferes with our ability to provide the Service.
 2. Customer acknowledges and agrees that IPatriots.us shall have the right to monitor the "bandwidth" utilization (i.e. volume of data transmitted) arising out of the Service provided hereunder at any time and on an on-going basis. In its sole discretion, IPatriots.us may: (i) limit excessive use of bandwidth; (ii) suspend, terminate or limit a Customer's Account for excessive use of bandwidth; and/or (iii) otherwise require the payment of high bandwidth usage fees.
 3. If IPatriots.us determines that Customer has failed to comply with the Service's Acceptable Use Policy or limits on bandwidth utilization, IPatriots.us may suspend or limit Customer's Account or terminate Customer's Account immediately without prior notification. IPatriots.us may also immediately suspend or terminate Customer's Account for using the Service to post content to the Internet that violates the Service's Acceptable Use Policy.
10. **Collection of Customer Information; Privacy.**
 1. Your privacy interests, including your ability to limit disclosure of certain information to third parties, are described in the IPatriots.us Internet Privacy Statement, available for your review at www.IPatriots.us. You acknowledge your receipt of the IPatriots.us Internet Privacy Statement, and, by using the Service, you consent to the terms of that privacy policy and information statement. You agree that IPatriots.us may, from time to time, collect information concerning your use of the Service in the manner and for the purposes set forth in our Internet Privacy Statement. As part of our ongoing efforts to improve the quality of our services and as more particularly described in our Internet Privacy Statement and this Agreement, IPatriots.us or someone acting on its behalf may engage, subject to applicable law, in the anonymous monitoring of your Internet activity or usage and may collect anonymous and/or aggregated usage data.
 2. Customer expressly grants IPatriots.us permission to disclose personally identifiable information relating to Customer or Customer's Account in response to (i) a government subpoena or warrant issued in a civil or criminal investigation or

litigation; (ii) a civil investigative demand issued by a government entity; or (iii) a court order. Customer further agrees that IPatriots.us may also disclose any information in its possession to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

3. The Service may allow you to access third parties, including without limitation, content providers, on-line services and other providers of goods, services and information. Some of these goods, services and information may be accessible directly from the Service, and others may be accessible from the third parties referenced above. In connection with this third party access, you may be requested or required to provide your name, address, telephone number, credit card number and other personally identifiable information to such third parties. IPatriots.us is not responsible for any such information provided by you to third parties, and this information is not subject to the privacy provisions of this Agreement or the IPatriots.us Internet Privacy Statement. You assume all privacy and other risks associated with providing personally identifiable information to third parties via the Service. For a description of the privacy protections associated with providing information to third parties, you should refer to the privacy policies, if any, provided by those third parties.
11. **User Name and Address.** Customer represents that the username selected by the Customer, when used alone or combined with a second or third level domain name, does not interfere with the rights of any third party and is not being selected for any unlawful purpose. Customer acknowledges and agrees that if such selection does interfere with the rights of any third party or is being selected for any unlawful purpose then IPatriots.us may immediately suspend the use of such IPatriots.us Internet e-mail address, and Customer will indemnify and hold IPatriots.us harmless for any claim or demand against IPatriots.us that arises out of such selection. Customer acknowledges and agrees that IPatriots.us shall not be liable to Customer in the event that IPatriots.us is ordered or required, as a result of a court order or legal settlement, to desist from using or permitting the use of a particular IPatriots.us Internet e-mail address. If as a result of such action, Customer loses an e-mail address, the Customer's sole remedy shall be the receipt of a replacement IPatriots.us Internet e-mail address.
12. **Not Liable For Third Parties.** You acknowledge that we may use the services, equipment and infrastructure and content of others in providing the Service and that third parties may provide components or features of the Service. We are not responsible for the performance (or non-performance) of such services, equipment, infrastructure or content of others whether or not they constitute components or features of the Service. In addition, you understand that you will have access to the services and content of third parties through the Service, including without limitation that provided by content providers (whether or not accessible directly from the Service). Services, equipment, infrastructure and content that are not provided by us (even if they are components or features of the Service) are not the responsibility of IPatriots.us, and we shall have no liability with respect to such services, equipment, infrastructure and content. You should address questions or concerns relating to such services, equipment, infrastructure and content to the providers or creators of such services, equipment, infrastructure and content. We do not endorse or warrant any third-party products, services or content that are distributed or advertised over the Service. No undertaking, representation or warranty made by an agent or employee of IPatriots.us or our underlying third party providers in connection with the installation, maintenance, or provision of the Service which is inconsistent with the terms of this Agreement shall be binding on IPatriots.us. **THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT APPLY TO THE ACTS, OMISSIONS, AND NEGLIGENCE OF IPATRIOTS.US AND ITS UNDERLYING THIRD PARTY PROVIDERS (AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES) WHICH, BUT FOR THAT PROVISION, WOULD GIVE RISE TO A CAUSE OF ACTION IN CONTRACT, TORT OR ANY OTHER LEGAL DOCTRINE.**
13. **Service Interruptions.** IPatriots.us, its parent, affiliates, subsidiaries, suppliers and agents shall have no liability for interruption of Service due to circumstances beyond its control, including without limitation, acts of God, natural disaster, regulation or governmental acts, fire, civil disturbance, strike or weather. **IPATRIOTS.US, ITS AFFILIATES, SUBSIDIARIES, SUPPLIERS AND AGENTS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED.**
14. **DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY.**
 1. Customer understands and agrees that IPatriots.us services are provided on an "as is" and "as available" basis and the customer's use is entirely at his, her or its own risk. IPatriots.us, including its affiliates and subsidiaries and their respective owners, members, officers, directors, employees, contractors, suppliers and agents (the "IPatriots Entities"), make no representation or warranty, whether express, implied or statutory, regarding the services being offered, its network, any of its system equipment or software or any equipment used by the customer, including, but not limited to any express or implied or statutory warranty of merchantability or fitness of the services or equipment for a particular purpose, or non-infringement of any third party rights, to the fullest extent possible. The IPatriots Entities specifically disclaim any responsibility, and make no warranty, for the substance, accuracy or quality of information obtained through the service, or that the service will be uninterrupted or error-free. The IPatriots Entities do not warrant that any data or files sent by or to you will be transmitted in uncorrupted form or within a reasonable period of time.
 2. Customers may consider certain content objectionable and customers must exercise their own discretion in using and allowing minors or others to use the service. IPatriots.us does not warrant that its website or the server that makes it available are free of viruses or other harmful components.
 3. IPatriots.us makes no representation or warranty that any software or content downloaded from the service does not contain a virus or other harmful feature and it is your sole responsibility to take appropriate precautions to protect any computer or other hardware of yours from damage to its software, files or data as a result of any such virus or other harmful feature. We may, but are not required to, terminate all or any portion of the installation or operation of the service if a virus is found to be present on your system. We are not required to provide you with any assistance in removal of the virus.
 4. The service may contain links to third party websites. These linked sites are not under the control of IPatriots.us. IPatriots.us is not responsible for the contents of any linked site, including without limitation any link contained in a linked site, or any changes or updates to a linked site. The IPatriots Entities are not responsible for web casting or any other form of transmission received from any linked site nor are the IPatriots Entities responsible if the linked site is not working appropriately. IPatriots.us provides these links only as a convenience, and the inclusion of any link does not imply endorsement by IPatriots.us of the site or any association with its operators. Customers are responsible for viewing and abiding by the privacy statements and terms of use posted at the linked sites. The IPatriots Entities do not

endorse or warrant, and shall not be responsible in any regard for, any merchandise or service ordered through the service or other commercial transactions. Customer shall be responsible for all such charges and shall indemnify and hold harmless the IPatriots Entities for all liability in connection therewith.

5. None of the IPatriots Entities make any warranties as to the security of your communications via our facilities or the services (whether such communications are directed within the services, or outside the service to or through the internet), or that third parties will not gain unauthorized access to or monitor your equipment or communications. You agree that none of the IPatriots Entities will be liable for any such unauthorized access. You have the sole responsibility to secure your equipment and communications.
15. **No High Risk Use.** You may not use the IPatriots.us services in any situation requiring fail-safe performance or in which an error or interruption in the service could lead to death or serious bodily injury of any person, to physical or environmental damage, or severe injury to business, persons, property or environment ("**high risk activities**"). For example, you may not use, or permit any other person to use, the IPatriots.us services in connection with aircraft or other modes of human mass transportation, nuclear or chemical facilities, or Class III medical devices under the Federal Food, Drug, and Cosmetic Act, or activities where absolutely accurate, error-free data or information is required. Customer expressly assumes the risks of any damages resulting from high risk activities.
16. **Limitation of liability.** Except as specifically provided in this agreement and to the fullest extent permitted by law, in no circumstance and under no legal theory (including without limitation tort, contract, and otherwise), shall the IPatriots Entities have any liability to customer or to any person or entity for (i) any direct, indirect, statutory, incidental, special, treble, punitive, exemplary or consequential losses or damages, including without limitation, loss of profits, harm to business, loss of earnings, loss of business opportunities, loss of information or data, property damage (including loss, deletion, corruption, destruction or other impairment of files, data or hardware) and personal injuries (including death), resulting directly or indirectly out of, or otherwise arising in connection with, the installation, self-installation, maintenance, failure, removal, operation or use of the service or customer's reliance on or use of the service, even if IPatriots.us has been advised beforehand of the possibility of such liability. This limitation of liability shall include without limitation any losses or damages caused in whole or in part by mistakes, unintended service information, omissions, interruptions, computer or other hardware or software failure or malfunction, deletion or corruption of files, work stoppage, errors (including advertising errors), defects, delays in operation, delays in transmission, or failure of performance of the service; or (ii) any losses, claims, damages, expenses, liabilities or costs (including legal fees) resulting directly or indirectly out of, or otherwise arising in connection with, any allegation, claim, suit or other proceeding based upon a contention that the use of the service by customer or any other person or entity infringes the copyright, patent, trademark, trade secret, confidentiality, privacy, or other intellectual property rights or contractual rights of customer or any third party.
 1. Customer understands and accepts the risks associated with failing to back-up all existing computer files by copying them to another storage medium. The IPatriots Entities shall have no liability whatsoever for any damage to or loss or destruction of any files, information or data, however caused. Customer assumes all risks associated with "file sharing."
 2. Your sole remedy for service interruption shall be limited to a prorated credit upon request only in the event of complete failure of the service due to a technical malfunction within our control for twenty-four (24) consecutive hours or more. To qualify for such credit, you must request the credit from IPatriots.us within thirty (30) days of the failure.
 3. In no event shall the IPatriots Entities aggregate liability for any damages arising from or related to the service exceed customer's pro-rated unused prepaid subscription for the service. The fees for the services set by IPatriots.us have been and will continue to be based upon various factors including the allocation of risk described in this agreement. Accordingly, you hereby release the IPatriots Entities from any and all obligations, liabilities, and claims in excess of the limitations stated in this agreement.
 4. You agree that the provisions of this section shall apply to all content or services included in, or accessible through, the service, and are for the benefit of, and may be enforced by, all of the IPatriots Entities.
17. **Sole Remedy.** Customer's sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. Some states do not allow the exclusion or limitation of implied warranties, and some states do not allow the limitations or exclusion of incidental or consequential damages, so certain of the above exclusions may not apply. In such states, the liability of IPatriots.us and its affiliates and agents is limited to the maximum extent permitted by law.
18. **INDEMNIFICATION.**
 1. Customer agrees to defend, indemnify and hold harmless the IPatriots Entities, from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to: (i) your use of the service; (ii) violation or infringement of contractual rights, privacy, confidentiality, copyright, patent, trademark, trade secret, or other intellectual property and proprietary rights arising from your use of the service; (iii) your violation of applicable law; and/or (iv) your breach of any provision of this agreement. IPatriots.us reserves the right to terminate or suspend the service, and/or remove content from the service, if IPatriots.us determines, in its sole discretion, that customer's use of the service does not conform to the requirements set forth in this agreement, interferes with our ability to provide the service, or violates any laws or regulations. Our actions or inaction under this section shall not constitute review or approval of any use of the service or content transmitted by customer. Customer agrees to indemnify and hold the IPatriots Entities harmless from and against any and all liability arising from the content transmitted by customer (or anyone using customer's account) by use of the service.
 2. The IPatriots Entities are intended third party beneficiaries with a right of enforcement of the exclusions and limitations of liability and the indemnities contained in this agreement.
19. **Binding arbitration.** Unless prohibited or restricted by applicable law, any Dispute, controversy or claim arising out of or related to this agreement, the services or any other aspect of your relationship with IPatriots.us, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory (a "**Dispute**") that cannot be resolved informally shall be resolved by binding arbitration commenced within six (6) months from the date of the occurrence of the event or facts giving rise to the Dispute under the then - current commercial arbitration rules of the American arbitration association (or any consumer rules

adopted by the American arbitration association to which both parties agree), except that either party may seek equitable or injunctive relief only in an appropriate court of law or equity.

1. You must contact us within two (2) months year of the date of the occurrence of the event or facts giving rise to a Dispute, or you waive the right to pursue any claim based upon such event, facts or Dispute.
2. The arbitrator is bound by the terms of this arbitration provision. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide.
3. No claim subject to arbitration under this Agreement may be combined with a claim subject to resolution before a court of law or equity.
4. Any award of the arbitrator shall be in writing but need not state the reasons for the award unless requested by either party. Judgment upon an award may be entered in any court having competent jurisdiction.
5. The arbitrator shall not have the power to award any damages in excess of the applicable limits set forth in or excluded under any section of this Agreement.
6. Each party shall bear its own expenses and the cost of arbitrator(s) shall be shared.
7. The parties expressly waive any entitlement to punitive, incidental, consequential, exemplary, statutory or multiplied damages to the fullest extent permitted by law.
8. Claims may only be brought on a party's own behalf, and not on behalf of any official or other person, or any class of people. All parties to the arbitration must be individually named. Consolidated or class action arbitrations shall not be permitted. You agree that you and IPatriots.us are each waiving the right to a trial by jury or to participate in a consolidated or class action.
9. Any arbitration award over \$75,000 may be appealed to a three-person panel appointed by the same arbitration institution that rendered the original award. Any such appeal must be filed within 30 days and the appeal will be decided, based on that institution's appeal rules, within 120 days of filing.
10. If any clause within this arbitration provision (other than the class action waiver clause identified above) is found to be illegal or unenforceable, that clause will be severed from this arbitration provision, and the remainder of this arbitration provision will be given full force and effect. If the class action waiver clause is found to be illegal or unenforceable, the entire arbitration provision will be unenforceable, and the Dispute will be decided by a court.
11. If this entire arbitration provision is determined to be illegal or unenforceable for any reason, or if a claim is brought in a Dispute that is found by a court to be excluded from the scope of this arbitration provision, you and IPatriots.us have each agreed to waive, to the fullest extent allowed by law, any trial by jury.
12. This arbitration provision shall survive the termination of this Agreement or your Service(s) with IPatriots.us.
20. **Reservation of Rights.** Nothing contained in this Agreement shall be construed to limit our rights and remedies available at law or in equity. IPatriots.us and its suppliers reserve the right both during the term of this Agreement and upon its termination to view and/or delete all your data, files, electronic messages or other Customer information that is stored on our or its suppliers' servers or systems. In addition, you may forfeit your account user name and all e-mail addresses. We shall have no liability whatsoever as the result of the loss or removal of any such data, information, names or addresses.
21. **Survival of Representations and Warranties.** All representations, warranties, indemnifications and limitations of liability contained in this Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination.
22. **Entire Agreement.** These Terms and any rules and policies specified by IPatriots.us for the Service established by IPatriots.us now or hereafter constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter.
23. **Severability.** This Agreement is, and shall be interpreted as, subject to applicable law and regulation. In the event that any portion of these Terms is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties as set forth herein, and the remainder of these Terms shall remain in full force and effect.
24. **Waiver.** No waiver by either party of any breach or default shall be deemed to be a waiver of any preceding or subsequent breach or default.
25. **Assignment; Transfer of Account.** IPatriots.us may assign its rights and obligations under this Agreement, without notice. This Agreement may not be assigned or transferred by Customer without our prior written consent.
26. **Force Majeure.** IPatriots.us shall not be responsible for any failure to perform or delay in performance due to unforeseen circumstances, or due to a cause beyond our control, including but not limited to acts of God, war, terrorism, riot, embargoes, acts of civil or military authorities, fire, suppliers and other third parties, floods, accidents, strikes or shortages, or failures of telecommunications or computer resources, fuel, energy, labor or materials.
27. **Applicable Law.** This Agreement shall be construed and enforced under the laws of the State of Texas, USA, without regard to its conflicts of laws provisions.