

## **Terms and Conditions of Use**

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### **Introduction**

Welcome! Thanks for visiting American Wordsmiths. We are an internet-based multimedia platform that enables people to bring their stories to life and share them with their friends, family, and the world. In order to achieve the best experience possible, we make certain services and products available through our website and mobile applications, provide certain products and services to you for a fee, and share content related to you to a limited network of people you designate or to the general public.

When you use our products and services, with or without a fee, you are entering into a legally binding agreement based on these Terms and Conditions of Use (“Terms”). The Terms are a legally binding agreement between you (and your agents, successors, heirs, and assigns) and American Wordsmiths, LLC (“American Wordsmiths”) and govern your use of American Wordsmith’s services and products, including its mobile applications, websites, software, hardware, and related products and services (together, the “Services”), so you should take the time to review them prior to using our Services. If you are using the Services on behalf of anyone else, including a business, that person or entity agrees to accept these Terms. By using any of the Services, you agree to these Terms and any other terms, conditions, or policies referenced therein, including terms that limit our liability, grant us rights to certain intellectual property, and require certain procedures for dispute resolution.

We may modify these Terms from time to time and will notify you if changes are made in accordance with the provisions discussed below. You may close your account at any time if you do not agree to our revised Terms.

If you do not agree to be bound by these Terms, then you should not create an account with us or use our Services.

### **Terms**

#### **1. Privacy**

By using our Services, you agree to American Wordsmith’s Privacy Policy, which explains how we collect, use and protect the personal information you provide to us. The Privacy Policy is a separate document that you will need to review; however, its terms are incorporated herein as if fully set forth below.

#### **2. Services and Account Eligibility**

To be eligible to use the Services, you represent and warrant that you: (1) are not currently restricted from using the Services provided by American Wordsmiths; (2) you are not a competitor of American Wordsmiths or using the Services in any way that competes with American Wordsmiths; (3) will maintain only one account at a time; (4) have full power and authority to enter into these Terms; (5) agreed to provide, at your own cost and expense, all equipment, software, and internet access necessary to use the Services; and (6) that you are at

least eighteen (18) years of age or if you are not at least eighteen (18) years of age, that your parent/guardian has reviewed these Terms, has agreed to the Terms, consents to your use of the Services, and has given American Wordsmiths their verifiable consent.

In order to use the Services, you must create an account with us. During the account registration process, we will request information from you, including your name and other personal information. You agree to provide accurate and complete information in response to our requests, and keep that information updated as it may change. You are fully responsible for all activity that occurs related to your account, including for any actions taken by persons to whom you have given permission to use your account. We reserve the right to suspend or terminate any account if it is determined your account was created with inaccurate, incomplete, or untrue information, or otherwise fails to comply with the requirements for creating an account.

American Wordsmiths retains all right, title, and interest in and to the Services and any associated intellectual property right therein including, but not limited to, any inventions (whether patentable or not), copyrights, trade secrets, logos, trademarks and service marks. American Wordsmiths shall also own any ideas, concepts, suggestions, or improvements you submit to American Wordsmiths relating to the Services with no compensation to you.

American Wordsmiths may modify, limit, replace, refuse access to, suspend, or discontinue the Services, in whole or in part, or adjust fees for the Services at any time, in American Wordsmith's sole discretion. American Wordsmiths will provide notice to you if any material changes are made to the Services. American Wordsmiths further reserves the right to withhold, remove, or discard any content you post to your account if the content is deemed to violate these Terms.

### **3. Amendments and Notices**

We may amend the Terms and any additional terms or policies at any time with reasonable notice to you of the changes by posting the amended version on our website or communicating it to you through the Services or the contact information provided. The amendment will take effect as of the day and time it is posted, but will not be retroactive. Your continued use of the Services after the posting of the amendment constitutes your acceptance of the amendments. Disputes that arose before the amendment will be governed by the Terms, conditions or policies that were in effect when the dispute arose.

You agree that we may provide notices required by law and other information about your account and our Services to you electronically, by posting it on our website, using push notifications through the Services, or by electronic mail to the email address used to register your account. You agreed that the electronic notices have the same meaning and effect as if we had provided you with paper copies. Said notices are considered to have been received by you within twenty-four hours of the time they are posted to our website or emailed to you.

### **4. Restrictions**

You (or any third party acting on your behalf or with your permission) may not, directly or indirectly, do any of the following:

1. access or monitor any material or information on any American Wordsmith system using any manual process or robot, spider, scraper, or other automated means;

2. perform or attempt to perform any actions that would interfere with the proper working of the Services, prevent access to or use of the Services by us or our other customers, or impose an unreasonable or disproportionately large load on our infrastructure;
3. copy, reproduce, alter, modify, create derivative works, publicly display, republish, upload, post, transmit, resell or distribute in any way any material, information, or Services from American Wordsmiths.
4. transfer any rights granted to you under these Terms;
5. use the Services in a way that distracts or prevents you from obeying traffic or safety laws;
6. use the Services for any illegally activity or purpose or in a manner that exposes you, other users, or American Wordsmiths to harm;
7. except to the extent that any restriction is expressly prohibited by law, circumvent any of the technical limitation of the Services, use any tool to enable features or functionalities that are otherwise disabled in the Services, or decompile, disassemble, or otherwise reverse engineer the Services; or
8. otherwise use the Services except as expressly allowed under these Terms and any additional terms, conditions, or policies.

If we reasonably suspect that your account has been used for unauthorized, illegal, or criminal purposes, you grant us express authorization to share information about you, your account, and any of your transactions with law enforcement.

## **5. Compatibility**

We do not warrant that the Services will be compatible with all mobile devices, providers, or carriers. In addition to these Terms, your use of the Services may also be subject to the terms of any agreement you have with your mobile device manufacturer, provider, carrier, or network.

## **6. Content**

The Services may include functionality for uploading or providing photos, logos, text, videos, images, and other materials or information (“Content”).

You acknowledge that as part of the Services, we will use certain information, images, files, text, audio, video, and documents to create other information, images, files, text, audio, video, and documents (collectively, “Deliverables”). You agreed that the articles, stories, pictures, videos, notes, works of authorship, materials, inventions, Deliverables, or other intellectual property, including any and all written, typed or transcribed documents written, developed, or otherwise created by American Wordsmiths shall be the sole and exclusive property of American Wordsmiths.

Unless otherwise agreed to in writing, you grant us and our subsidiaries, affiliates, and successors a worldwide, non-exclusive, royalty-free, fully-paid, transferable, and sub-licensable

right to use, reproduce, modify, adapt, publish, prepare derivative works of, distribute, publicly perform, and publicly display your Content, including your Content used in creating our Deliverables, throughout the world in any media in order to provide and promote the Services. You understand and agree that your Content and any Deliverable created by us, including any Deliverable based upon, either directly or indirectly, information or documentation provided by you, will be the property of American Wordsmiths, who may use said Content or Deliverables for its own benefit and monetary gain, including for purposes of marketing and additional avenues of sale, such as through publication (including, but not limited to, books, articles, or stories) and production (including, but not limited to, television, film, and other video).

You agreed that you will not upload or provide Content or otherwise post, transmit, distribute, or disseminate through the Services any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches any duty toward or rights of any person or entity, including rights of publicity, privacy or trademark; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with American Wordsmith's or its partners' products and services, as determined by us in our sole discretion; or (f) in our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Services, or which may expose American Wordsmiths, its affiliates or its customers to harm or liability of any nature.

Although we have no obligation to monitor any Content, we have absolute discretion to remove Content at any time and for any reason without notice. You understand that by using the Services, you may be exposed to Content that is offensive, indecent, or objectionable. We take no responsibility and assume no liability for any Content, including any loss or damage to any of your Content. You further agreed that you are solely responsible for the content you generate and post while using the Services and for your interactions with others who also use the Services and others you allow to view your profile or account.

## **7. Intellectual Property of Others**

You agree that your Content is free from any claims by any third party that it infringes upon an intellectual property right of another person or entity. If we receive notice of any claim to intellectual property rights to your Content, we reserve the right to immediately suspend or terminate your account and any access to your Content. You also agree and warrant that you have actual authority to use or agree to use the likeness of all persons or entities included in your Content and shall defend and indemnify American Wordsmiths in the event of any litigation related to said use.

## **8. Security**

You acknowledge that despite measures taken to secure your personal information from loss or unauthorized access, use, or disclosure, we cannot guarantee that third parties will not be able to defeat those measures and obtain access to your personal information. You agree to provide your personal information at your own risk.

You are responsible for safeguarding your account information, such as your username and password and for restricting access to the Services from your compatible mobile devices and computer(s). You agree to immediately notify us of any unauthorized use of your password or account or if become aware of any other breach of security. Notwithstanding Sections 20 and

21, in the event of any dispute between two or more parties as to account ownership, we will be the sole arbiter of such dispute in our sole discretion. Our decision (which may include termination or suspension of any account subject to dispute) will be final and binding on all parties.

## **9. Communications**

From time to time we may wish to send communications to you. You agree to receive said communications from us, including e-mail, text messages, calls, and push notifications to the cellular telephone number you provide to us. These communications may be generated by automatic telephone dialing systems which will deliver prerecorded messages, including for the purposes of secondary authentication, receipts, reminders and other notifications. Standard message and data rates applied by your cell phone carrier may apply to the text messages we send you. You may opt-out of receiving communications by following the unsubscribe options we provide to you. You acknowledge that opting out of receiving communications may impact your use of the Services.

## **10. Paid Services**

American Wordsmiths may offer Services to be paid for on a recurring basis (“Subscription Services”) or on a per use/per product basis (“Per use/per Product Services” and, together with the Subscription Services, “Paid Services”). American Wordsmiths has the right to change, delete, discontinue or impose conditions on Paid Services or any feature or aspect of a Paid Service. Subscription Services may subject you to recurring fees and/or terms. By signing up for a Subscription Service, including after any free trial period, you agree to pay us the subscription fee and any applicable taxes as set forth in your account settings or as otherwise agreed in writing (“Subscription Fee”). Per use/per Product Services may subject you to fees charged per usage and/or terms. By using Per use/per Product Services, you agree to pay the fees and any taxes incurred at the time of usage (“Per use/per Product Services” and, together with Subscription Fees, the “Paid Service Fees”).

Paid Service Fees may be paid by debit card, credit card, or gift card, or another form of electronic payment that we authorize. If you link a debit or credit card to your account, you authorize us to collect Paid Service Fees by debit from your linked debit card or charge to your linked credit card.

Unless otherwise provided in a Subscription Service’s terms, Subscription Fees will be charged on the 1st of every month until cancelled. You may cancel a Subscription Service at any time from your account settings. If you cancel a Subscription Service, you will continue to have access to that Subscription Service through the end of your then current billing period, but you will not be entitled to a refund or credit for any Subscription Fee already due or paid. We reserve the right to change our Subscription Fee upon thirty (30) days’ advance notice. Your continued use of Subscription Services after notice of a change to our Subscription Fee will constitute your agreement to such changes.

## **11. Termination**

We may terminate these Terms or any additional terms, policies or conditions, or suspend or terminate your account or your access to any Service, at any time for any reason. We will take reasonable steps to notify you of termination by email or at the next time you attempt to access

your account. You may also terminate the Terms and any additional terms, policies, or conditions applicable to your account by deactivating your account at any time.

## **12. Effect of Termination**

If these Terms or your account are terminated or suspended for any reason: (a) the license granted to us and any other rights granted under these Terms and any additional terms, policies, or conditions will remain unless otherwise agreed to in writing by both parties, (b) we may (but have no obligation to) delete your information and account data stored on our servers, and (c) we will not be liable to you or any third party for compensation, reimbursement, or damages for any termination or suspension of the Services, or for deletion of your information or account data. In addition to any payment obligations under the Payment Terms, the following sections of these Terms survive and remain in effect in accordance with their terms upon termination: 6 (Content), 7 (Intellectual Property), 12 (Effect of Termination), 14 (Ownership), 15 (Indemnity), 16 (Representations and Warranties), 17 (No Warranties), 18 (Limitation on Liability and Damages), 19 (Third Party Products), 20 (Disputes), 21 (Dispute Resolution), 22 (Governing Law), 23 (Contractual Statute of Limitations), 24 (Assignment), 25 (Third Party Service and Links to Other Web Sites), and 26 (Other Provisions).

## **13. Your License**

We grant you a limited, non-exclusive, revocable, non-transferable, non-sublicensable license to use the software that is part of the Services, as authorized in these Terms. We may make software updates to the Services available to you, which you must install to continue using the Services. Any such software updates may be subject to additional terms made known to you at that time.

## **14. Ownership**

We reserve all rights not expressly granted to you in these Terms. We own all rights, title, interest, copyright and other worldwide Intellectual Property Rights (as defined below) in the Services and all copies of the Services. These Terms do not grant you any rights to our trademarks or service marks.

For the purposes of these Terms, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights, and other intellectual property rights that may exist now or come into existence in the future, and all of their applications, registrations, renewals and extensions, under the laws of any state, country, territory or other jurisdiction.

You may submit comments or ideas about the Services ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited, and without restriction, that it will not place us under any fiduciary, confidentiality or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone.

## **15. Indemnity**

You will indemnify, defend, and hold us and our employees, subcontractors, directors, agents, affiliates and representatives harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation,

inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms or any additional terms, policies, or conditions; (b) your wrongful or improper use of the Services; (c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (d) your violation of any law, rule or regulation of the United States or any other country; and (e) any other party's access and/or use of the Services with your unique name, password or other appropriate security code.

## **16. Representations and Warranties**

You represent and warrant to us that: (a) you are at least eighteen (18) years of age; (b) you are eligible to register and use the Services and have the right, power, and ability to enter into and perform under these Terms; (c) any information you provide in connection with the Services, including your name, accurately and truthfully represents your business or personal identity; (d) you and all transactions initiated by you will comply with all federal, state, and local laws, rules, and regulations applicable to you and/or your business, including the Health Insurance Portability and Accountability Act ("HIPAA"); (e) you will not use the Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the operation of the Services; and (f) your use of the Services will be in compliance with these Terms and applicable additional terms, policies, and conditions.

## **17. No Warranties**

THE USE OF "AMERICAN WORDSMITHS" IN SECTIONS 17 AND 18 MEANS AMERICAN WORDSMITHS, ITS AFFILIATES, ITS SUPPLIERS, AND ITS LICENSORS (AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES). THE SERVICES ARE PROVIDED "AS IS" WITHOUT REPRESENTATION OR WARRANTY, WHETHER IT IS EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, AMERICAN WORDSMITHS SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

AMERICAN WORDSMITHS DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES ARE ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, ERROR-FREE, WITHOUT DEFECT OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

American Wordsmiths does not warrant, endorse, guarantee, or assume responsibility for any product or services advertised or offered by a third party. American Wordsmiths does not have control of, or liability for, goods or services that are paid for using the Services.

## **18. Limitations on Liability and Damages**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL AMERICAN WORDSMITHS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, INABILITY TO USE, OR

UNAVAILABILITY OF THE SERVICE. IN ALL CASES, AMERICAN WORDSMITHS WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

UNDER NO CIRCUMSTANCES WILL AMERICAN WORDSMITHS BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR ACCOUNT, OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF AMERICAN WORDSMITHS IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES EARNED BY US IN CONNECTION WITH YOUR USE OF THE SERVICES DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY, OR (B) \$500.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF AMERICAN WORDSMITHS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

#### **19. Third Party Products**

All third party products or services included or sold with the Services are provided solely according to the warranty and other terms specified by the third party provider, who is solely responsible for service and support for its product. For service, support, or warranty assistance, you should contact the provider directly. AMERICAN WORDSMITHS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH THIRD PARTY PRODUCTS, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

#### **20. Disputes**

“Disputes” are defined as any claim, controversy, or dispute between you and American Wordsmiths, its subcontractors, agents, suppliers or licensors (or their respective affiliates, agents, directors or employees), including any claims relating in any way to these Terms, any additional terms policies, or conditions, or the Services, or any other aspect of our relationship.

#### **21. Dispute Resolution**

Mediation – Any Dispute arising out of or relating to these Terms shall be subject to mediation as a condition precedent to arbitration or the institution of legal proceedings by either party. Unless otherwise agreed upon in writing by the parties, the mediation shall be conducted in accordance with the Commercial Mediation Procedures of the American Arbitration Association currently in effect. A request for mediation shall be simultaneously sent to the non-requesting party and the American Arbitration Association. If a demand for arbitration is also filed concurrently or any time after the request for mediation, any action on the demand for arbitration shall be stayed for a period of sixty (60) days after filing to allow for mediation efforts to continue. The parties may agree to stay the demand for arbitration for additional periods of time if they desire. The mediation shall occur in Lycoming or Dauphin County, Pennsylvania or, at

American Wordsmith's discretion, at the American Arbitration Association office closest to the point equidistant between the parties.

Arbitration – If the mediation attempt is not successful in resolving the Dispute between the parties, the Parties agree to submit to binding arbitration with respect to any claim or controversy, not already resolved through mediation, arising out of these Terms, including the construction, interpretation, or application of any of the Terms. A party requesting arbitration must provide notice to the other party in writing simultaneously with the filing of the demand for arbitration. All matters to be arbitrated shall be submitted for binding arbitration through the American Arbitration Association and shall be administered in accordance with its Commercial Arbitration Rules. The filing fees shall be split evenly between the parties; however, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, as determined by the Arbitrator. The arbitrator shall apply the law of the Commonwealth of Pennsylvania to all issues presented, unless federal law controls, and issue a binding, written, memorandum of decision. To the extent the arbitrator finds any provision of this Agreement unenforceable, said provision will be reformed to the extent necessary to comply with the applicable law and to give effect to the Parties' intent that they shall arbitrate all Disputes. The arbitration shall occur in Lycoming or Dauphin County, Pennsylvania or, at American Wordsmith's discretion, at the American Arbitration Association office closest to the point equidistant between the parties.

## **22. Governing Law**

These Terms and any Dispute will be governed by Pennsylvania law and/or applicable federal law as applied to agreements entered into and to be performed entirely within Pennsylvania, without regard to its choice of law or conflicts of law principles.

## **23. Contractual Statute of Limitations**

Any action or proceeding by you relating to any Dispute must commence within one year after the cause of action accrues.

## **24. Assignment**

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you and any attempted transfer or assignment will be null and void. You agree and authorize American Wordsmiths to take any and all legal action necessary to preserve its rights granted to it by this Agreement, including seeking injunctive relief. If American Wordsmiths prevails on its claim, you agree that American Wordsmiths will be entitled to recover attorney fees and costs from you related to said action.

## **25. Third Party Services and Links to Other Web Sites**

You may be offered services, products and promotions provided by third parties and not by American Wordsmiths ("Third Party Services"). If you decide to use Third Party Services you will be responsible for reviewing and understanding the terms and conditions for these services. We are not responsible for the performance of any Third Party Services. The Services may contain links to third party websites. The inclusion of any website link does not imply an approval, endorsement, or recommendation by American Wordsmiths. Such third party websites are not governed by these Terms. You access any such website at your own risk. We expressly disclaim any liability for these websites. When you use a link to go from the Services to a third party website, our Privacy Policy is no longer in effect. Your browsing and interaction on a third

party website, including those that have a link in the Services is subject to that website's own terms, rules and policies.

## **26. Other Provisions**

These Terms, and any applicable additional terms, conditions, or policies, are a complete statement of the agreement between you and American Wordsmiths regarding the Services. In the event of a conflict between these Terms and any other American Wordsmith agreement or Policy, these Terms will prevail and control the subject matter of such conflict. If any provision of these Terms or any additional term, policy, or condition is invalid or unenforceable under applicable law, then it will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. These Terms do not limit any rights that we may have under trade secret, copyright, patent, or other laws. No waiver of any term of these Terms will be deemed a further or continuing waiver of such term or any other term.

## **27. Wordsmiths**

American Wordsmiths and its agents, subcontractors, and employees will make their best efforts to comply with the time, date, and location selected by you; however, we reserve the right to cancel, postpone, reschedule, re-assign writers, and change locations as we deem necessary, including for such things as inclement weather, personal emergency or illness. In the event a meeting is canceled or postponed and cannot be rescheduled to the satisfaction of both parties within 45 days of the original meeting date, the meeting will be cancelled and any remaining amounts in your account will be refunded to you. Performance by parties shall also be excused due to fire, strike, disaster, act of God, or other cause beyond the control of the parties.

## **28. Acceptance**

Your continued use of the Services after being given the opportunity to review these Terms constitutes your full acceptance of these Terms.