



## MediationSuites.com End User License Agreement (EULA)

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## YOUR USER AGREEMENT WITH MEDIATIONSUITES.COM

This is the agreement ("User Agreement" or "Agreement") which states the Terms of Service ("TOS") for Services provided through or in connection with MediationSuites.com. Before you may use the Services of MediationSuites.com you must read, agree with, and accept all of the terms and conditions of this agreement, of the MediationSuites.com Privacy Policy, and of information which is incorporated in this Agreement by reference. Material contained on other pages and websites is expressly referred to and is expressly incorporated by reference into this Agreement. If you do not agree to be bound by all of these terms and conditions, including those expressly incorporated by reference, then you may not use MediationSuites.com or the Services of MediationSuites.com.

You may accept these terms in any of the following ways: (1) by selecting 'I agree' or its equivalent when the terms are presented on screen, or (2) by accessing the Services of MediationSuites.com in any way such as, for example, viewing, downloading or uploading any content made available via the Services by us, by you, or by others, or (3) by browsing the Services.

### 1. Parties to This Contract

MediationSuites.com, a Tennessee sole proprietorship, is the party with whom you are contracting. MediationSuites.com sometimes is referred to as 'MediationSuites,' 'Mediation Suites' or "we" or "us" or "our" in this Agreement, except as is otherwise expressly stated in particular sections. MediationSuites.com, MediationSuites, and Mediation Suites are service marks, trademarks and trade names of MediationSuites.com. "You" means any person who uses the MediationSuites.com web site or any of the Services of MediationSuites.com, including without limitation a "User" or a "Member" or a "participant" or a "Guest" (in a Hosted Session) or a "visitor" (to a web site or page). You agree that this is an agreement between independent contractors, and it is not a joint venture, partnership, employer-employee, agent-principal, or franchisor-franchisee relationship. Neither you nor MediationSuites.com is authorized to bind the other to any contract.

### 2. Pricing and Payment for Services

Pricing and payment terms and conditions for use of MediationSuites.com and the Services may be amended from time to time., MediationSuites.com Services are licensed not sold.



### 3. Services of MediationSuites.com

This Agreement states the terms and conditions upon which services are offered to you at the Internet domain MediationSuites.com, and its sub-domains (collectively the "Services"). These services may include but are not limited to: the web site, chat rooms, streaming text, images or video, use of MediationSuites.com or other products or services. Services are governed by this Agreement whether the particular service or use is free or paid.

MediationSuites.com may be linked to other websites owned and controlled by MediationSuites.com. You agree that your use of those other linked websites owned and controlled by MediationSuites.com will be bound by the terms and conditions of use and the privacy policy posted on such other websites, if different from these Terms of Service, otherwise these Terms of Service shall apply.

This Agreement and these Terms of Service may be amended from time to time by MediationSuites.com by posting the amended terms at <https://mediationsuites.com/policy-eula> and such amended terms shall take effect for transactions conducted by You and Your Users after such posting.

Your Guests shall be deemed limited, non-exclusive, sub-licensees acting under this license, but Your Guests shall be restricted solely to end-user status. Your Guests shall not have MediationSuites.com membership User status. You do not have any power or authority to sub-license your MediationSuites.com User status and any attempt to do so shall be void. You shall affirmatively require that Your Guests expressly give prior written assent to a Terms of Service Agreement between You and Your Guests ("Your TOS"), which includes but is not limited to privacy and security controls and disclosures, that comply with all the requirements of applicable law to ensure that You and Your Guests do not make unlawful use of MediationSuites.com's Products and Services.

### 4. Registration and User ID; Membership Account; Security; Password

The MediationSuites.com Product is designed to enable You and Your Guests to make limited utilization of MediationSuites.com computer servers for account setup, maintenance, conference initiation, Host/Guest verification and reporting, payment, and related administrative functions but where the principal communications of You and Your Guests employ MediationSuites.com Products and Services.



Hosts: To enable a person to be a Host ("Host" or "Your Host") you must register and obtain a MediationSuites.com User Identification ("User ID") and select a password for that person to use the Services of MediationSuites.com. When registering a person to be a Host you or Your assigned Host must provide us with a valid user identity and a valid, functional email address for providing notices and communications to you concerning this Agreement and transactions with MediationSuites.com and the Services. You are responsible for the accuracy and completeness of the information which you and Your Hosts provide to MediationSuites.com in your registration and your use of MediationSuites.com and the Services. You agree that you shall provide, and require Your Hosts to provide, a valid, lawful identity in your registrations and that you shall not impersonate, or allow Your Hosts to impersonate, any other person. You agree that you will promptly correct any errors in your registration information and will promptly update your registration information when it changes. If you do not have authority to supply information which is required either for registration or for a particular use of MediationSuites.com or the Services, then do not register or do not engage in the particular use of MediationSuites.com or the Services for which you lack such authority.

Guests/Participants: A guest or participant is a person who uses the Services of MediationSuites.com, through access lawfully given by a genuine, registered Host. A guest is bound by the provisions of these Terms of Service, but a guest is not entitled to the rights and privileges of a MediationSuites.com Member-Host.

Unauthorized Hosts/Guests: If a person uses MediationSuites.com via Your use of the MediationSuites.com Products and Services, then that person will be bound by these Terms of Service, even if you or that person lack authority, but an Unauthorized Host/Guest does not obtain any rights or privileges and MediationSuites.com reserves all of its rights and remedies against you, the Unauthorized Host/Guest, and such Unauthorized Host's/Guest's employer, agents, agency principals and affiliates to the full extent permitted by law for such unauthorized use.

## **5. Communications Channels, Bandwidth and Communications Content; Security**

5.1 "Your Communications Channels and Bandwidth" shall mean communication channels and communications bandwidth that you provide for Yourself and Your Users on computer servers owned or controlled by You, Your Users and your contractors and the communications channels and bandwidth of third parties that You and Your Users employ, but not including MediationSuites.com Communications Channels and Bandwidth.

5.2 Security by You and Your Assigned Hosts/Guests. You and Your Assigned Hosts/Guests shall have sole and exclusive responsibility for the security and privacy of Your Communications Channels



and Bandwidth and of information passing through, resident therein, or removed therefrom. You, Your Assigned Hosts/Guests shall be responsible for implementing and maintaining the security of User IDs, passwords and account designations registered with MediationSuites.com while such information is in the possession or control of You and them, including without limitation, during transit or residence in Your Communications Channels and Bandwidth. You are entirely responsible for activities conducted, and for errors and omissions, by You and by Your Assigned Hosts/Guests, including preservation and protection of the confidentiality of the User IDs, passwords, and account information of You and Your Assigned Hosts/Guests while in the possession or control of You and Your Users, and in communications channels you and they use.

You are entirely responsible for communications content transmitted via your use of MediationSuites.com products and services. You agree that you and your Users shall (a) make certain to fully exit from accounts at the end of each session, and (b) You and Your Users shall immediately notify MediationSuites.com in writing (which may be by email to Support@MediationSuites.com) if there is any unauthorized use of an account or password or other security breach.

MediationSuites.com and MediationSuites.com, and its employees, agents, affiliates and contractors shall not be liable for any cost, loss, damage, liability or claim which arises or is alleged to arise from failure to comply with this section.

5.3 "MediationSuites.com Communications Channels and Bandwidth" mean communications channels and bandwidth for data solely during the time that data is passing through or stored within the computer servers physically controlled by MediationSuites.com.

5.4 "MediationSuites.com's Contracted Computer-Servers and Bandwidth" shall mean computer-servers and bandwidth that are supplied by independent contractors to MediationSuites.com (whether by license, lease or other contract) and which are utilized in the provision of MediationSuites.com Services to You and Your Users. MediationSuites.com does not warrant, explicitly or implicitly, nor guarantee, nor act as an insurer of, the conduct, services, security or product of such independent contractors. The Disclaimer of Warranties and the Limitations and Exclusions of Damages stated below shall apply to any claim arising out of or related to MediationSuites.com's Contracted Computer-Servers and Bandwidth.

5.5. Security By MediationSuites.com. MediationSuites.com shall be directly responsible only for the physical security and internal network security of computers physically controlled by MediationSuites.com. MediationSuites.com's responsibilities shall be strictly limited to implementing the physical and internal network security of computers physically controlled by MediationSuites.com. MediationSuites.com shall have no responsibility whatsoever (i) for physical



and network security of computers of You and Your Users, or (ii) for any computers not physically controlled by MediationSuites.com, or (iii) for communication content that You and Your Users (including Unauthorized Users) transmit without effective encryption via the MediationSuites.com products and services.

You acknowledge that MediationSuites.com has no ability and no duty to monitor or control the security which You, Your Users, Hosts, guests and Unauthorized Users employ with respect to your and their USER IDs, passwords, account designations and communications content when that information is outside MediationSuites.com Communications Channels and Bandwidth, or when You or Your Users transmit unencrypted communications content. You agree that you shall immediately notify MediationSuites.com in writing (which may be by email to Support@MediationSuites.com) if there is any unauthorized use of a User ID, account designation, or password of You or of any of Your Users or any other security breach (even if such breach is or may be a breach in MediationSuites.com Communications and Bandwidth). MediationSuites.com shall not be liable for any cost, loss, damage or liability which arises or is alleged to arise from Your failure to comply with this section.

5.6 Communications Content of You and Your Users; Encryption. You and Your Users shall be solely and exclusively responsible, and MediationSuites.com and MediationSuites.com's contractors shall have absolutely no responsibility, for the content of communications which is transmitted via Your use of the MediationSuites.com Products and Service through computers employed by You and Your Users and contractors ('Communications Content of You and Your Users' or 'Your Communications Content'). If You or Your Users wish to keep the content of communications secure, then You or Your Users must encrypt such information, and maintain the security of encryption codes and keys, independently of MediationSuites.com. This is because MediationSuites.com does not control the security of Your Communications Channels and Bandwidth or the channels and bandwidth of third parties that may be used in transmissions to and from MediationSuites.com Communications Channels and Bandwidth. You acknowledge that transmission of information on the internet has inherent security risks. If You or Your User transmits unencrypted communications content, then there shall be a presumption affecting the burden of producing evidence that such communications content was not confidential. You agree that MediationSuites.com and its computer-server and bandwidth contractors are not guarantors or insurers of the confidentiality and security of the communications content of You and Your Users. You acknowledge that You and Your Users can purchase insurance to insure against breaches of data security and confidentiality. You agree that MediationSuites.com need not undertake any burden of proving where in the chain of transit an alleged breach of the confidentiality of Your Communications Content occurred. You agree that if You or Your User claims that a breach of the security or confidentiality of Your Communications Content occurred in MediationSuites.com Communications Channels and



Bandwidth or occurred during any MediationSuites.com recording and storage, then You and Your User must bear the burden of proving such claim by clear and convincing evidence.

If you desire a higher level of confidentiality of Communications Content of You and Your Users, then you must obtain a separate written commitment to such higher level of confidentiality in a writing signed by an authorized agent of MediationSuites.com.

5.7 Recording and Storage by MediationSuites.com. MediationSuites.com does not undertake to record and store any communications content of You and Your Users except in a writing signed by an authorized agent of MediationSuites.com which states the terms and conditions and limitations for such recordation and storage. You acknowledge that there may be transient storage incidental to computer operations to transmit information through MediationSuites.com Communications and Bandwidth (such as, for non-limiting example, temporary storage in computer Random Access Memory ('RAM')). You agree that MediationSuites.com shall not have any duty to record, store or preserve such transient information absent an express, prior written undertaking by MediationSuites.com to record and store it, and you acknowledge that it may be practically unfeasible or impossible to preserve such transient information. You agree that MediationSuites.com may purge or destroy such transient information either automatically or manually. There are additional provisions below if You have contracted to have MediationSuites.com record and store communications content of Your or Your Users on computers owned or controlled by MediationSuites.com.

5.8. Litigation Holds. You agree that if a burden is imposed upon MediationSuites.com to store, hold or produce information arising from use by You or Your User of MediationSuites.com products or services, and related to a claim, dispute or legal proceeding, then you shall bear and pay to MediationSuites.com and MediationSuites.com's contractors the reasonable, market worth of labor, costs and expenses (including without limitation, fees and charges of experts, advisors and attorneys), of collecting, holding, storing and producing such information.

5.9 MediationSuites.com Privacy Policy. The Privacy Policy which MediationSuites.com posts from time to time on MediationSuites.com's web site shall be applied to the information of You and Your Users while such information is within MediationSuites.com Communications Channels and Bandwidth or is recorded and stored by MediationSuites.com other than transiently. You shall so inform Your Users in writing and obtain their affirmative assent to the Privacy Policy of MediationSuites.com or its equivalent. MediationSuites.com shall not have any obligation to follow a Privacy Policy created by You unless so agreed in a writing signed by an authorized agent of MediationSuites.com.



## 6. Links to Websites of Other Persons

MediationSuites.com may provide links to websites of persons other than MediationSuites.com and MediationSuites.com. Those links to other persons are provided solely as a courtesy without any representation or warranty as to their content, use, or terms. Your use of such other websites is subject to the terms and conditions and privacy policies, if any, of the persons who control such other websites and you use them at your own risk. MediationSuites.com cannot control such websites of other persons.

## 7. Eligibility

MediationSuites.com Services are available only to persons who are capable under the applicable law of forming valid contracts. If you are a natural person using MediationSuites.com on behalf of an entity, then by registering in the name of the entity and using the Services you represent and warrant that the entity may lawfully enter into this agreement and that you have lawful authority to bind that entity to the terms and conditions of this User Agreement. If you are a child (under the age of 18 years), or lack legal competency, then the Services of MediationSuites.com Services are not available to you; do not use the Services. If you are under the age of 18, or are subject to a legal guardianship, then you can use MediationSuites.com and the Services only if your legal guardian or representative first agrees with us that you may use MediationSuites.com and the Services and then supervises your use of MediationSuites.com and the Services.

PERSONS UNDER THE AGE OF EIGHTEEN (18) YEARS ARE NOT ELIGIBLE TO USE THE MEDIATIONSUITES.COM WEB SITE OR THE MEDIATIONSUITES.COM SERVICES, EVEN WITH THE APPROVAL AND UNDER THE SUPERVISION OF A PARENT OR GUARDIAN. IF YOU ARE UNDER THE AGE OF EIGHTEEN YEARS THEN IMMEDIATELY LEAVE THIS WEB SITE. DO NOT ATTEMPT TO REGISTER AS A MEMBER AND DO NOT PROVIDE US WITH ANY OF YOUR PERSONAL INFORMATION.

## 8. Interstate and International Use

You recognize that the Internet is global in nature. The MediationSuites.com Website and the Services of MediationSuites.com are intended to be offered only in jurisdictions where the Website and Services and the manner in which they are offered are lawful. If the Website or Services of MediationSuites.com are not lawful in the nation, state, or other jurisdiction where you are located, then do not use or attempt to use MediationSuites.com or the Services in that place. If you are accessing or using MediationSuites.com or the Services in any nation, state or other jurisdiction which restricts such access or usage, then you shall abide by the laws of that place and refrain from





any access or use as required by the laws of the applicable jurisdiction. You also agree that you shall comply with all applicable laws concerning transmission of technical data, including without limitation, the export of technical data from the United States or from the jurisdiction in which you reside or are accessing MediationSuites.com.

## 9. Effective Date

This Agreement takes effect immediately upon completion of registration by a new user. This Agreement applies to all others who use, or continue to use, MediationSuites.com or the Services of MediationSuites.com after January 1, 2020, as amended at the time(s) such use occurred.

## 10. Amended Terms and Conditions

We reserve the right to change the terms and conditions of this Agreement and the Privacy Policy from time to time by posting the changes on the MediationSuites.com website, or by notice to the most-recent email address specified in your registration as a Member, or such other method as we deem reasonable and practicable under the circumstances. You agree that your subsequent use or continued use of MediationSuites.com or the Services on or after the date posted changes take effect constitutes your consent to the amended terms and conditions. Except for such changes posted by us, this Agreement may only be amended in writing signed by an authorized agent of MediationSuites.com. In non-urgent situations we will post the changes on MediationSuites.com for a period of thirty days before those changes take effect, after which those changes automatically shall take effect for uses, transactions and communications on and after the effective date. When we in our sole discretion deem a situation to be urgent or to constitute an emergency then we may implement immediate changes of terms and conditions for immediate application in then-current and future uses by such posting on the MediationSuites.com website, or such other method of notice, as we deem to be reasonable and practical in such urgent or emergency circumstances, and we will state the date such changes will take effect. In particular, we reserve the right to halt, interrupt, or prevent your use of MediationSuites.com without prior notice.

## 11. Termination of This Agreement

This is an agreement at will, which either you or we may terminate, with or without cause. You may terminate this Agreement only by giving written notice of termination to MediationSuites.com and ceasing all further use of MediationSuites.com and the Services. If you decide after you have entered into this Agreement that you no longer wish to agree with any term or condition of this Agreement, as it may be amended from time to time, then your only remedy is to terminate this Agreement by written notice, to cease use, and to refrain from further use MediationSuites.com and its Services.



If you terminate this Agreement then you must cease all use of, and remove from your computer(s), any software associated with MediationSuites.com and the Services; and you must destroy any copies of such software, except only that you shall not destroy matter which is reasonably likely to be or to become material evidence in judicial or arbitration proceedings.

If you violate any terms or conditions of this Agreement then we may terminate this Agreement without notice to you.

Following termination of this Agreement this Agreement will survive for the limited purpose of governing rights, obligations and responsibilities which arise from events and transactions that occurred prior to such termination; but no right will survive for continued or future use of MediationSuites.com or the Services. For example, if you incur charges, liabilities, or obligations to MediationSuites.com which have not yet been paid or discharged at the time you terminate then you remain obligated to pay such charges and to discharge such liabilities and obligations after you terminate. As a further example, your obligations to respect our copyrights, trademarks, and other intellectual property continue after termination.

If you give written notice of termination but continue or resume use of MediationSuites.com or the Services then MediationSuites.com may elect in its sole discretion to deem your termination to be ineffective, but retains its rights to immediately terminate, block or restrict your use without notice.

## **12. Your User's Information; Your Information**

As a user you and your computer necessarily must supply information to access, register and use MediationSuites.com and the Services. You may choose, or your computer may automatically function, to send information to us, or exchange it with us and others during the course of your use of MediationSuites.com and the Services. Your User's Information (also called "Your Information") is defined for the purposes of this Agreement to mean the content and the form of any and all information which you or your computer provide to us, or cause or permit other persons to transmit to us, in connection with:

- (i) your accessing of the MediationSuites.com domain, or any subdomains or linked domains of MediationSuites.com., or the MediationSuites.com website or pages;
- (ii) your logging on to MediationSuites.com;
- (iii) your registration to become a Member of MediationSuites.com;



(iv) any email or other communications you have with MediationSuites.com or MediationSuites.com or its employees or agents; and

(v) your financial and other transactions with MediationSuites.com. or MediationSuites.com.

"Your User's Information" is distinguished from, and does not include, communications between you and third parties by use of MediationSuites.com and the Services, which are defined under the topics "Your Communications Content" and "Your Correspondents' Communications Content."

### **13. Your Communications Content**

"Your Communications Content" is the content and form of any information that you post, communicate, transmit, or direct to any third party in any manner through the use of MediationSuites.com, or the Services, or the MediationSuites.com Internet domain, or any subdomain, or any linked domain that is owned, controlled or operated by MediationSuites.com. You are solely responsible for the accuracy, lawfulness, risks and use of the content of Your Communications Content. MediationSuites.com does not select, monitor or modify Your Communications Content. "Third party" means any person who is not any of the following: MediationSuites.com, or a manager, officer, employee or agent of MediationSuites.com while acting within the scope of such relationship with MediationSuites.com, or a subsidiary of MediationSuites.com. You also are solely responsible for the accuracy, lawfulness, risks and use of the content of your communications to Us.

### **14. Your Correspondents' Communications Content**

"Your Correspondents' Communications Content" means the content and form of any information that you receive, access, take or otherwise obtain that originated from, was sent from, or was posted by any third party in any manner through MediationSuites.com the MediationSuites.com Services, or the MediationSuites.com Internet domain, or any subdomain, or any linked domain that is owned, controlled or operated by MediationSuites.com. You and your correspondents are solely responsible for the accuracy, lawfulness, risks and use of the content of Your Correspondents' Communications Content. MediationSuites.com does not monitor, select or modify Your Correspondents' Communications Content. "Third party" means any person who is not any of the following: MediationSuites.com, or a manager, officer, employee or agent of MediationSuites.com while acting within the scope of such relationship with MediationSuites.com, or a subsidiary of MediationSuites.com. You and your correspondents also are solely responsible for the accuracy, lawfulness, risks and use of the contents of Your Correspondents' Communications Content transmitted to Us.



## 15. Information We Receive, Switch and Transmit.

MediationSuites.com provides systems for the receipt, switching and transmission of Your Communications Content and Your Correspondents' Communications Content during your sessions using the Services. This is similar in some respects to the switching of telephone calls. Where MediationSuites.com has possession and control of servers on which an Enterprise Customer operates the Enterprise Software, then the Enterprise Customer has sole and exclusive responsibility for (a) the content such Enterprise Customer, any of its Hosts or users place upon and transmit through the servers, and (b) and for any security breaches or other losses or damage that are caused or enabled by such Enterprise Customer, or any of its Hosts or users. The limitations on and exclusions of liability and damages, and the indemnity, set forth in sections 34, 35 and 36 apply in all cases, whether or not MediationSuites.com has possession or control of the server(s) through which Communications and information are processed.

In some cases, MediationSuites.com software is licensed to a Customer who operates that software on one or more computer servers owned or controlled by the Customer, not under the control of MediationSuites.com. In such cases the Customer is solely responsible for any and all content that is transmitted through or retained in those computer servers owned or controlled by such Customer. MediationSuites.com shall have no responsibility whatsoever for any content that passes through or is retained on computer servers controlled by an Customer, and not in the possession or control of MediationSuites.com.

### 15.1 Limited Participation Sessions and Host-approved Participants.

15.1.1 Registered Members Act as Hosts of Limited Participation Sessions. During a session using MediationSuites.com, MediationSuites.com receives and transfers communications among the Host and other participants who have been approved by the Host Member to participate in that particular private session or conference ("Limited Participation" session). MediationSuites.com records both the registration information of the Host Member and that Host Member's User ID and email address because only registered Members of MediationSuites.com can act as Host of a Limited Participation session. As a necessary condition of participation in a Limited Participation session, MediationSuites.com requires that each other participant supply MediationSuites.com with a username and a valid, functional email address with reference to which communications will be switched during that particular session.



15.1.2 Non-Host Participants in Limited Participation Sessions. To participate in a Limited Participation session a prospective participant must first log onto the MediationSuites.com system by providing MediationSuites.com with the prospective participant's username and a valid, functional email address. MediationSuites.com records the username and email address supplied during log-on by each prospective participant in a Limited Participation session. MediationSuites.com does not require that any participant in a Limited Participation session, other than the Host Member, be a registered member. MediationSuites.com does not undertake to verify the validity or functionality of the email address provided by a prospective participant. However, all Members and participants are required to provide valid, functional email addresses, the products and services may not function correctly without them, and it is a violation of this Agreement for a Member or participant to supply a non-functional, fake, or impersonated email address and username. Each prospective participant's log-on information will be recorded by MediationSuites.com. Prospective non-Host participants either (1) can be invited to participate in a particular Limited Participation session through an email initiated by the Host through MediationSuites.com's system, or (2) can be informed of the Host's Limited Participation session Meeting ID by means independent of MediationSuites.com's system. The prospective participant then must log onto MediationSuites.com's system and query the MediationSuites.com system by manually keying in the Limited Participation session Meeting ID, and then can request participation in that Host's current or scheduled session. MediationSuites.com forwards to the Host of a particular session the logged-on username and email address of each prospective participant who has requested participation with reference to that Host's registered email address. The Host of that particular Limited Participation session then must affirmatively select which of the logged-on usernames and email addresses are approved for participation in that Host's particular Limited Participation session and must transmit back to MediationSuites.com the Host's affirmative approval of the selected usernames and email addresses. Thus MediationSuites.com normally will have identifiable Membership registration information for the logged-on username and email address of a non-Host participant only if, coincidentally, a non-Host participant also happens to be a registered Member and has used that identical username and email address to register as a Member. All non-Host participants must agree to this Agreement in order to participate in a Limited Participation session.



## 16. IP Addresses Received and Recorded

Every user's browser as part of the automatic network protocol reports its IP (Internet Port) address to the MediationSuites.com website each time a web page is viewed and we may record and store some or all of these IP addresses as well as a listing of the web pages requested using a particular IP address. Your IP address may be stored in our data base when you register for Membership, or if you participate in a Limited Participation session.

## 17. MediationSuites.com Not Obligated to Verify Usernames, Email Addresses or Identities

Because a username and email address are used to route communications among computers, and because computers communicate with each other by coded network addresses, the combination of a username and email address might, but does not necessarily, identify a particular person. MediationSuites.com ordinarily does not and usually cannot verify or authenticate email addresses and does not undertake any obligation to you to do so. MediationSuites.com does not and usually cannot verify or control the identity of the natural persons who have access to or control the particular computers that are identified by an IP address or email address supplied to MediationSuites.com for computer-routing purposes and we do not undertake any obligation to you to do so.

It is the responsibility and risk of the Host Member to use whatever identification measures the Host thinks appropriate and prudent when the Host supplies its registered address for delivery to prospective participants and when the Host approves a particular username and email address for participation in a Host's particular Limited Participation session. Similarly, it is the responsibility and risk of a prospective participant when using a Host's email address, and when supplying MediationSuites.com with the prospective participant's email address and Username for delivery to a Host, to use such measures as the prospective participant thinks appropriate and prudent to identify and verify whom it will be dealing with in a session, including without limitation the Host and other participants in the session.

We reserve the right, for protection of ourselves and our systems, to use whatever lawful means may be at our disposal to attempt to verify any IP (Internet Port) address, email address, or other identification information of any Member, participant, user or visitor.



## **18. Contents of Host and Participant Communications are Transitory in Limited Participation Sessions; Host's Choice to Record or Not; No Long-term Archival Storage**

During Limited Participation sessions, communications among the Host and other participants are transitorily resident within the automatic switching systems, computer memory, and any temporary on-line parallel or concurrent backup systems of MediationSuites.com and our Internet Service Providers ("ISPs"). Each Limited Participation session is generally limited not to exceed ten consecutive days, and most will have much shorter duration.

Within Limited Participation sessions all transmission of communications is initiated or directed by the Host and other participants, not by MediationSuites.com. Communication content is transmitted among the Host and other participants automatically based upon the Host's selection of participants. The transmission, routing, provision of connections, and any storage of content is done at the direction of the Host and other participants, and material is transmitted by automatic technical processes without selection or modification of the content by MediationSuites.com.

MediationSuites.com offers to some Hosts, using MediationSuites.com software, a capability to record onto MediationSuites.com servers the Communication content of a session. The Host thereafter can download the recorded Communication content from MediationSuites.com's computers to the Host's computer. The Host then can deal with the recorded matter at the Host's discretion without any supervision or controls by MediationSuites.com. MediationSuites.com does not claim any ownership or control of the recorded Communication content, but leaves those issues exclusively to the Host that chose to record the matter, except in the rare case where MediationSuites.com might claim rights to particular content independently of the Host's session, such as by trademark, copyright or patent. The decision whether to record or not is made by the Host, not by MediationSuites.com. The MediationSuites.com recording capability is designed to automatically post a notice on the computer screen of each prospective participant that a Host has elected to record the particular session. A prospective participant should not enter the session if the prospective participant does not wish to be recorded. Similarly, any participant can terminate participation in a recorded session at any time, though any recording made by a Host before termination will remain on MediationSuites.com's computers, available for download by the Host of the session. MediationSuites.com automatically deletes recorded matter from MediationSuites.com's operating computers after a limited period of time, which may be less than 30 days, unless the Host who recorded the material contracts with MediationSuites.com to store such recorded material for a longer duration while the Host maintains an account in good standing with MediationSuites.com. Where a Host has contracted with MediationSuites.com to store recordings, MediationSuites.com



reserves the right to delete recorded materials 30 days after an account terminates or goes into default status (such as for failure to pay charges when due, recording volume in excess of that for which the Host has contracted and paid, expiration of any limited period for which MediationSuites.com promised storage, or for material breach of other terms of this Agreement). It is a Host's choice and responsibility to download recorded matter that a Host wishes to preserve before that matter is deleted by MediationSuites.com. MediationSuites.com disclaims any responsibility for the contents, quality of recording, failure to successfully record, loss, destruction or deletion of matter that a Host chooses to record. A Host that chooses to record matter is solely responsible for insuring that such recordation complies with the laws and regulations of any governmental authority having jurisdiction over any portion of the communications.

MediationSuites.com does not otherwise record, backup, or archive the contents of Host and participant communications during a Limited Participation session, except as is technically necessary for that particular Limited Participation session, and those contents then are dissipated from MediationSuites.com's systems either during or upon termination of a particular Limited Participation session. Except for recording made at the choice of the Host of a particular session, no copy of Your Communications Content or Your Correspondents' Communication Content during Limited Participation sessions is maintained or stored on the MediationSuites.com system or network in a manner that ordinarily would be accessible to any third party other than the Host and participants selected by the Host for a particular Limited Participation session.

After termination of a particular session no copy that has been maintained by MediationSuites.com during a particular Limited Participation session remains ordinarily accessible to the Host or other participants for a longer period than is reasonably necessary for that Limited Participation session, except what a Host has chosen to record.

The Host and other participants are entirely responsible for any recordation, archiving, or other backup of their own content, and may do so only as permitted by applicable law. If a Host has not chosen to record Communication content, then after completion of a particular Limited Participation session the only information that is retained by design at MediationSuites.com with reference to that Limited Participation session is a record that the Host's session took place, which may include the time, and the usernames, email addresses and IP addresses supplied by the Host, participants and prospective participants for that session.

MediationSuites.com does not monitor the content of Host and participant communications either during Limited Participation sessions or thereafter where a Host has chosen to record content. The Host and participants bear sole responsibility, risk and liability for the content of their communications and for the identification and selection of recipients of their communications. The





Host and participants in a Limited Participation session are responsible for determining and resolving among themselves rights related to the content of sessions, whether or not recorded.

## **19. MediationSuites.com Public Rooms; Public Video, Text Chat Rooms and Billboards**

MediationSuites.com may provide public video, text chat rooms, billboards, special interest rooms, and other publicly available contents at its website ("MediationSuites.com Public Rooms"), the content of which may be accessible by any member of the general public visiting the MediationSuites.com website with minimal or no registration. MediationSuites.com's Public Rooms enable visitors and prospective Members to engage in limited trials of MediationSuites.com's systems. Visitors to the MediationSuites.com website may be enabled to post information to some MediationSuites.com Public Rooms. The content posted by visitors to the MediationSuites.com Public Rooms will be transitorily resident within the automatic switching systems, computer memory and caches, and any temporary on-line parallel or concurrent backup systems, of MediationSuites.com and its Internet service providers. Both the posting and accessing of content in MediationSuites.com Public Rooms is done automatically at the direction of visitors and prospective Members and MediationSuites.com does not undertake to select or modify such content, other than by deleting it from time to time. MediationSuites.com does not archive or preserve content which is posted in MediationSuites.com Public Rooms. Our policy is to take down material from MediationSuites.com Public Rooms after display for not more than ten consecutive days, and often more frequently, after which such content dissipates from its systems. MediationSuites.com reserves the right, at any time and for any reason whatsoever or for no reason: (i) to take down, restrict, or refuse to post any information in the MediationSuites.com Public Rooms, or (ii) to make such Public Rooms available or unavailable.

## **20. License Granted by You to Us for Content Transmitted by You to Public Areas**

When you communicate content to or within any MediationSuites.com Public Room or any other area of MediationSuites.com which is intended to be accessible by the general public, then you shall be deemed to have granted to us (MediationSuites.com ) an irrevocable, world-wide, no-royalty, no-fee, perpetual license to publish, distribute, use, reproduce, modify, adapt, translate, publicly perform and publicly display (in whole or in part) in any manner, place, or medium whatsoever such content transmitted or posted to MediationSuites.com Public Rooms. This license from you to us is fully sublicensable by us.

MediationSuites.com does not pre-screen the content of transmissions and postings originated or transmitted by you or by any other user or visitor in MediationSuites.com Public Rooms. We have no obligation to post, display, transmit, or retain any material whatsoever in any MediationSuites.com



Public Room or other publicly accessible area. We at our sole and unfettered discretion may limit access of anyone, refuse to post, or may remove or delete any matter, or may block or terminate access by any person, at any time for any reason or for no reason. We also may make available or unavailable any Public Room, public page, or other area that may be generally accessible to the public.

## **21. License Granted by Us to You for Use of Our Systems and Software**

If you comply with the terms and conditions of this Agreement, MediationSuites.com grants to you a non-exclusive, non-transferable, revocable, limited right to access and use the Services, subject to the restrictions stated in this Agreement. MediationSuites.com grants you a temporary limited, revocable license to access and use the particular MediationSuites.com product(s) or service(s) for which you have contracted and paid or to which you been accorded access as a Participant by a Host who has so contracted and paid The MediationSuites.com products and services to which these Terms of Service apply may apply.

These terms of service also apply to all public services made available by us without registration by you as a Member. This license with respect to public services is non-transferable and non-sub-licensable by you, is terminable at will by us without notice to you; and is otherwise subject to the terms of this Agreement. Generally, your access to a public service may be automatically limited not to exceed ten minutes during any one log on by you. If you register as a Member, and so long as you comply with the payment terms and other terms of this Agreement, or if you are granted access by a Host Member to a Limited Participation session, then you are granted by us a temporary, limited, revocable, non-transferrable, non-sub-licensable license to use those portions of our system which we provide for that particular Limited Participation session. Your license as Member is non-sublicensable and non-transferable by you and is terminable at will by us at any time for any reason or for no reason.

You do not receive any license authorizing you to, and you shall not, assign, sublicense, distribute, redistribute, publish, compile, de-compile, copy, modify, or reverse engineer, any content or technical means of the MediationSuites.com website, the Services, our systems, or our software; and this restriction applies to both public areas and hosted and Limited Participation areas.

MediationSuites.com retains and reserves all intellectual property rights (including without limitation trademark, trade name, service mark, copyright, author's and artist's rights, patent and trade secrets) in all languages, formats, and media throughout the world. Such rights are and will continue to be the exclusive property of MediationSuites.com and/or its licensors and nothing in this Agreement shall be construed to confer any license or right, by implication, estoppel or otherwise, under



copyright or other intellectual property rights, to you or any third party, except as expressly granted in this Agreement.

## **22. Content May Be Offensive**

You recognize that MediationSuites.com generally does not, and usually cannot, pre-screen, monitor, modify or control in real time the content of any communications or posting, either in Limited Participation areas or in publicly accessible areas. Therefore, you acknowledge that when you use any area of MediationSuites.com there is a risk that you could be exposed to salacious, obscene, pornographic, hateful, misleading, fraudulent or other objectionable materials posted or otherwise communicated by other Members, participants, users, or visitors. You agree to accept this risk. You agree that MediationSuites.com and MediationSuites.com shall have no responsibility or liability to you for any such exposure you may experience. MediationSuites.com does not intentionally sponsor such offensive matter and you and all other users are required to agree not to engage in the conduct which is prohibited or restricted by this Agreement, but we do not, and ordinarily cannot, undertake to police such conduct by users.

## **23. Adult or Mature Content; No Access to or Targeting of Children**

There may be areas of MediationSuites.com which are specifically designated for "adult" or "mature" content. You agree that you shall not transmit, post or otherwise communicate "adult" or "mature" content outside of such designated areas by use of MediationSuites.com or the Services. You further agree that you shall not target children with, and shall not permit children to have access to, the areas designated as "adult" or "mature." If you are an adult and you object to such "adult or "mature" content you agree that you shall refrain from accessing such areas. Nothing in this section shall be construed as authorizing you to transmit, post, deliberately access, or otherwise communicate unlawful pornographic matter or hate matter by use of MediationSuites.com or the Services, and you shall not do so.

## **24. You Warrant Your Authority for Use of Your Information**

You represent and warrant to MediationSuites.com that you have full authority to disclose and use Your Information without violating the rights of any other party. If you do not have full authority with respect to any information, then do not supply it and do not use it as part of Your Information. YOU ARE WARNED AND URGED TO USE PRUDENCE AND CAUTION TO LIMIT ANY INFORMATION YOU PERMIT TO BE TRANSMITTED OR RECEIVED ON THE INTERNET BECAUSE THE INTERNET IS FORMED OF INNUMERABLE COMPUTERS CONTROLLED BY INNUMERABLE PERSONS OTHER THAN MEDIATIONSUITES.COM, NO PRIVACY OR SECURITY SYSTEMS OR



METHODS ARE FOOLPROOF, AND THUS ANY EXPOSURE OF YOUR INFORMATION TO THE INTERNET CREATES INHERENT RISKS OF DISCLOSURE TO UNAUTHORIZED PERSONS. MediationSuites.com and MediationSuites.com will make reasonable efforts to maintain your information according to the MediationSuites.com Privacy Policy but it is neither theoretically possible nor financially feasible to absolutely prevent any loss of privacy or security concerning Your Information. BY USING MEDIATIONSUITES.COM AND THE SERVICES YOU ACKNOWLEDGE AND ACCEPT THESE RISKS.

## **25. License of Your User Information from You to Us**

For the purpose of enabling MediationSuites.com to use Your User Information without violating any rights you may have in Your User Information, you hereby grant MediationSuites.com and MediationSuites.com a license to exercise all rights of copyright, database, and publicity that you have in Your Information. This license with respect to Your Information is a non-exclusive, royalty-free, no-fee right which continues perpetually unless affirmatively terminated by written notice to us by you, and which may be exercised by MediationSuites.com, and its successors and affiliates, world-wide in any medium now known or which may become known in the future. We at MediationSuites.com and MediationSuites.com agree to limit our use of Your Information to the MediationSuites.com Privacy Policy, as that policy has been amended from time to time and as that policy exists at the time of use by MediationSuites.com and MediationSuites.com of Your Information. We will respect any optout election which you have validly exercised and communicated to us in accord with our applicable Privacy Policy. IF YOU DO NOT WISH TO GRANT THIS LICENSE OF YOUR INFORMATION TO US, THEN DO NOT USE MEDIATIONSUITES.COM AND THE SERVICES; MEDIATIONSUITES.COM AND MEDIATIONSUITES.COM CANNOT PROVIDE YOU THE SERVICES WITHOUT THIS LICENSE FROM YOU TO US. You may click on the link <https://mediationsuites.com/policy-privacy> to view our current privacy policy.

## **26. Your Editing and Deletion of Your User Information**

MediationSuites.com provides ways for you to edit Your Information and preferences. To do so, please log into your account using your Membership ID and password. If you have any questions regarding your preferences or other aspects of Your User Information, then email [Support@MediationSuites.com](mailto:Support@MediationSuites.com).

You also may request that your MediationSuites.com registration and Membership be terminated and deleted by sending an email to [Support@MediationSuites.com](mailto:Support@MediationSuites.com). To aid fraud prevention, termination and deletion may be deferred for up to 90 days after you instruct termination. Please



see the topic Archival Retention of Your Information to read about what information may remain in archived records after termination of your registration and Membership.

## 27. Archival Retention of Your Information

MediationSuites.com, for its own benefit, in order to protect its systems against failures and loss of data and to enable resumption and continuation of the Services with minimal disruption and down time, may maintain parallel, redundant, backup, or other archival systems ("Archived User Information.") which may vary from time to time depending upon the technology then in use by us; but MediationSuites.com does not promise to operate or maintain such systems for your benefit. Such systems are designed to archive information which can be recalled. As a matter of course during operation of our systems Your Information is likely to be included in Archived User Information. When your registration and Membership are terminated in our currently active databases, there may remain pre-existing copies of Your Information in Archived User Information that is being held more or less independently of the currently active databases and from which Your Information therefore will not have been deleted. However, such Archived User Information also is subjected to routine deletion and replacement with more recent material without notice to you and without any responsibility to you. Reasonable efforts will be made to promptly include your termination request in the most current Archived User Information so that your termination instruction will be honored. However, it is possible that in the event of loss or damage of the currently active databases, older Archived User Information which still contains Your Information will be used to restore service, thereby resulting in restoration of Your Information in what then becomes the currently active databases. You agree to accept this risk and your sole remedy in such an event will be to again request termination of your registration and Membership. Even when you request termination of your account, it will be necessary for MediationSuites.com to maintain some limited records of your transactions with MediationSuites.com. For example, we may maintain some identifying information concerning you to keep a record of your request for termination of your account as well as records of our prior transactions with you for our financial and tax reporting purposes.

## 28. Prohibited and Restricted Actions

28.1. Unlawful Activities. You agree that you shall not do any of the following in connection with your use of MediationSuites.com, the Services, or Your Information:

- (a) violate any law, statute, regulation, or rule having the force of law; this includes without limitation, laws concerning anti-terrorism, money laundering, export control, investment securities, consumer protection, unfair competition, anti-discrimination, false advertising, gambling,



- wagering, eavesdropping, communication interception, child abuse, elder abuse, "hate" crimes, obscenity, pornography, and insider trading;
- (b) make any false, materially misleading, or fraudulent statements or communications to us or to any other person;
  - (c) engage in fraudulent or otherwise unlawful transactions;
  - (d) sell or otherwise transfer counterfeit or stolen items or materials;
  - (e) infringe any copyright, trademark, patent, or other intellectual property of MediationSuites.com or of any third party, nor misappropriate or disclose trade secrets or other proprietary rights without the consent of the owner, nor violate the privacy rights of any person;
  - (f) engage in defamation, slander, unlawfully harassing, hateful, or threatening activity;
  - (g) engage in or communicate unlawful obscenity or pornography, or child-harming activity [and you agree that you shall not transmit, post, email, forward, or otherwise use or traffic in material which is lawfully suitable only for adults except in areas and channels of communication that are restricted to Mature Audiences and to which only persons for whom such material is suitable will be given access];
  - (h) engage in, pass on or transmit any Ponzi or pyramid scheme;
  - (i) "stalk" or harass any other person;
  - (j) if you are accessing or using MediationSuites.com or the Services in any nation, state or other jurisdiction which restricts such access or usage, then you shall abide by the laws of that place and refrain from any access or use as required by the laws of the applicable jurisdiction.

28.2. Improper, Illegal and Abusive Computer and System Functions. You agree that you shall not:

- (a) interfere with, impair or degrade any functions of MediationSuites.com or the Services;
- (b) interfere with or cause us to lose the services of our Internet Service Providers ("ISPs") or other persons who provide goods or services to us;
- (c) create or purport to create liability for us;
- (d) undermine the integrity of the user referral system or the user feedback system;
- (e) interfere with the performance by our employees of their duties;
- (f) create or impose an unreasonable load on MediationSuites.com or its services, functions or infrastructure;
- (g) employ any automatic data-mining or search engine, including without limitation any robot, spider, scraper, or similar means to access MediationSuites.com or the Services without the express, prior written consent of an authorized officer of MediationSuites.com;
- (h) bypass security measures or constraints which we have created to restrict access to or use of our systems and our data;
- (i) transmit any material that constitutes or contains any harmful computer code, including without limitation, any computer virus, Trojan horse, worm, time bomb, denial of service, cancelbot,



easter egg, or other computer codes or methods which are harmful to, unlawfully detract from the function or performance of, expropriate, misappropriate, or misuse our computers, software, systems or infrastructure, or those of any other person; "transmit" includes without limitation to upload, post, email or otherwise make available;

- (j) copy, modify, create derivative works from, reverse-engineer, decompile, duplicate, distribute, or publicly display any matter obtained from MediationSuites.com or the Services, or from any other person by use of the Services, without the express prior written consent of MediationSuites.com or other person owning rights in such matter;
- (k) bypass our home page, headers, control screens, or other functional elements of MediationSuites.com and the Services, and, without limitation you shall not engage in "deep-linking," or similar or equivalent techniques.

## **29. Prohibited Use of MediationSuites.com Name and Trademarks for Commercial Activities; INDEMNITY.**

You agree that you shall not use or associate the name or trademarks of MediationSuites.com to do any of the following conduct, and you shall comply with all applicable laws and shall indemnify and hold MediationSuites.com harmless and defend MediationSuites.com from any and all of the following conduct by you:

- (a) solicit advertisers or sponsors;
- (b) solicit or obtain credit card, debit card, bank account or brokerage account information or charges;
- (c) solicit, obtain, or collect private information of other persons;
- (d) display advertising or sponsorships of any kind, including without limitation display banners generated by banner or link exchange services;
- (e) offer or sell goods or services;
- (f) provide personal services, counseling, or advice for which a governmental license is required, such as, without limitation, medical, psychiatric, psychological, dental, pharmacy, legal, investment, or accounting services;
- (g) transmit "spam";
- (h) collect or store personal data about other Members, participants or users.

## **30. Aiding, Abetting and Contributing to Unlawful Activity**

You agree, in connection with your use of MediationSuites.com and the Services, that:



you shall not aid or abet any other person to engage in any activity which is unlawful, or which is constrained or restricted by this Agreement; and you shall not contribute to any such misconduct of any other person.

### **31. MediationSuites.com Copyrights**

Copyright MediationSuites.com 2019, 2020. All rights reserved.

### **32. MediationSuites.com Trademarks**

The following are some of the trademarks and trade names of MediationSuites.com and its licensors:

"MediationSuites.com", "MediationSuites" and "Mediation Suites", etc.

### **33. Copyright and Other Intellectual Property; Notice of Claims of Infringement**

We ask that you respect the intellectual property rights of others. In appropriate cases we may exercise discretion to limit, terminate or disable the accounts of Members or other users who are identified as repeat infringers, or to remove or disable access to infringing material.

If you believe that your copyright has been infringed, or that your intellectual property rights have been violated, then provide MediationSuites.com in writing with 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 ("email") 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.

## **34. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE AS FOLLOWS TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

34.1 NO WARRANTY. MEDIATIONSUITES.COM, ITS AFFILIATES, SUPPLIERS AND CONTRACTORS PROVIDE MEDIATIONSUITES.COM AND THE SERVICES "AS IS" AND "AS AVAILABLE" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS OR IMPLIED OR STATUTORY. WITHOUT LIMITING THE BREADTH OF THE FOREGOING SENTENCE, WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

34.2 FOR THE PURPOSES OF THIS SECTION 34 AND THE FOLLOWING SECTION 35 THE PHRASE "MEDIATIONSUITES.COM, ITS AFFILIATES, SUPPLIERS AND CONTRACTORS" IS INTENDED TO INCLUDE, WITHOUT LIMITATION, MEDIATIONSUITES.COM, MEDIATIONSUITES, OUR MANAGERS, OFFICERS, EMPLOYEES, AND AGENTS, THE SUPPLIERS OF OUR WEB SITES, OUR INTERNET SERVICE PROVIDERS ("ISPs"), OUR OTHER TECHNICAL AND SERVICE PROVIDERS, OUR RESELLERS, AND ANY PERSONS WHO MAY BE OR BE DEEMED OUR PARTNERS, JOINT VENTURERS, OR PRINCIPALS, EACH AND ALL OF WHOM SHALL BE EXPRESS THIRD-PARTY BENEFICIARIES OF THESE DISCLAIMERS OF WARRANTY.

Some states do not allow the disclaimer of implied warranties in some circumstances, so if the laws of such a state apply to your dealings with us and if the requisite circumstances exist in your case, then some portion or all of the foregoing disclaimer may not apply to you. The law of warranty varies from state to state and the law applicable in your particular case may give you specific legal rights.

## **35. LIMITATIONS AND EXCLUSIONS OF DAMAGES**

YOU AGREE TO THE FOLLOWING LIMITATIONS AND EXCLUSIONS TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW:



35.1 IN NO EVENT SHALL MEDIATIONSUITES.COM, ITS AFFILIATES, SUPPLIERS AND CONTRACTORS BE LIABLE FOR ANY OF THE FOLLOWING KINDS OF DAMAGES: LOST PROFITS, LOST GOOD WILL, LOST EXPECTATION, LOST OPPORTUNITY, BUSINESS INTERRUPTION; OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING, OR ALLEGED TO ARISE, OUT OF OR IN CONNECTION WITH OUR SITE, OUR SERVICES, OR THIS AGREEMENT, EVEN IF WE HAVE NOTICE OR BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES.

35.2 WITHOUT LIMITING THE BREADTH OF THE KINDS OF DAMAGES EXCLUDED BY THE PRECEDING SENTENCE, MEDIATIONSUITES.COM, ITS AFFILIATES, SUPPLIERS AND CONTRACTORS SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OR RESULTING FROM: (a) ANY USE OR INABILITY TO USE MEDIATIONSUITES.COM OR THE SERVICES; (b) ANY COST OF ACQUIRING SUBSTITUTE GOODS AND SERVICES; (c) ANY UNAUTHORIZED ACCESS TO, DEGRADATION OF, OR ALTERATION OF THE CONTENTS OF TRANSMISSIONS OF YOU OR ANY THIRD PARTY; (d) ANY CONDUCT OR COMMUNICATIONS OF ANY THIRD PARTY BY USE OF MEDIATIONSUITES.COM OR THE SERVICES; OR (e) ANY OTHER MATTER OR CIRCUMSTANCE RELATED TO MEDIATIONSUITES.COM. COM OR THE SERVICES.

35.3 IN ANY CIRCUMSTANCE WHERE MEDIATIONSUITES.COM, ITS AFFILIATES, SUPPLIERS AND CONTRACTORS MAY HAVE LIABILITY TO YOU THAT IS NOT EXCLUDED BY THE FOREGOING SUBSECTIONS, THEN ANY SUCH LIABILITY TO YOU IS LIMITED IN AGGREGATE AMOUNT TO THE GREATER OF (A) ONE HUNDRED DOLLARS (\$100), OR (B) THE AMOUNT OF FEES (IF ANY) YOU HAVE PAID TO US DURING THE NINETY (90) DAYS IMMEDIATELY PRIOR TO THE EVENTS ALLEGEDLY GIVING RISE TO THE CLAIMED LIABILITY. EACH AND ALL OF "MEDIATIONSUITES.COM, ITS AFFILIATES, SUPPLIERS AND CONTRACTORS" SHALL BE EXPRESS THIRD PARTY BENEFICIARIES OF THESE DAMAGE EXCLUSIONS AND LIMITATIONS IN THIS SECTION 35.

Some states do not allow exclusion or limitation of incidental or consequential damages in some circumstances, so if the laws of such a state apply to your dealings with us and if the requisite circumstances exist in your case, then some portion or all of the foregoing exclusion and limitation may not apply to you. The law varies from state to state and the law applicable in your particular case may give you specific legal rights, if that law applies when the choice of laws and provisions of this Agreement have been applied.

35.4 No Insurance Provided. In connection with the damage and liability waivers and limitations in this agreement, You acknowledge that MEDIATIONSUITES.COM, ITS AFFILIATES, SUPPLIERS AND



CONTRACTORS are not insurers and that it is your choice and responsibility whether or not to protect your own interests by acquiring and maintaining insurance for any and all insurable risks. You hereby waive subrogation for any and all such insurable risks.

## 36. INDEMNITY

You agree to indemnify us ("MediationSuites.com, its affiliates, suppliers and contractors") as defined in the sections which disclaim warranties and limit and exclude damages), and to hold us harmless, from any claim, cost, liability or demand or any third party, including reasonable attorney's fees, which arises or is alleged to arise from:

- (a) breach by you or by anyone for whom you bear responsibility of this Agreement or of any of the materials which this Agreement incorporates by reference; or
- (b) violation by you or by anyone for whom you bear responsibility of any law or of the rights of any third party.

## 37. PROVISIONS OF GENERAL APPLICATION

37.1 Entire Agreement. This written Agreement, including any matter that is expressly incorporated in this Agreement by reference, constitutes the entire Agreement between you and MediationSuites.com and it governs your use of MediationSuites.com and the Services. This Agreement supersedes any prior negotiations and agreements between you and MediationSuites.com. There are no oral terms to this Agreement. This Agreement can only be amended or altered in writing. Please note the separate section of this agreement concerning amendment of it. Your purchase or use of particular services and products of MediationSuites.com, or of third-party content or third-party software, may be governed by additional written terms and conditions specified when you purchase or access such particular services and products.

37.2 Choice of Law and Choice of Forum. This Agreement, and the relationship between you and MediationSuites.com, shall be governed by the laws of the State of Tennessee, U.S.A., without regard to its conflict of laws and provisions. You and MediationSuites.com agree to submit to the exclusive personal jurisdiction of the courts located within Sumner County, Tennessee.

37.3 Statute of Limitations. To the full extent permitted by applicable law, You and MediationSuites.com agree as follows:



Any claim or cause of action arising or alleged to arise out of, or related to, this Agreement, the use of MediationSuites.com, or the Services, must be filed within one (1) year after such cause of action arose, or else such claim or cause of action shall be permanently barred. You and MediationSuites.com agree that this limitation applies and is intended to waive any statute or law to the contrary which might otherwise apply, unless waiver of such statute or law is prohibited by express terms thereof and you are a member of the class of persons as to whom such prohibition against waiver applies

37.4 Export Controls. The Services, or some uses of them, may be subject to the export control laws of the United States. You agree that you shall not export, re-export, disclose, or transfer any of the Services, or any technical matter related to the Services, nor shall you use the Services, in violation of applicable export control laws and regulations.

37.5 Restriction of Rights Concerning Government Usage. MediationSuites.com and the Services comprise Restricted Rights in accord with DFARS Section

227.7202 et seq. If you are using MediationSuites.com or the Services as a representative of the United States Department of Defense, or as a representative of any other governmental agency of any nation, state or locality, then you acknowledge that the Services, and any portion of them, are "Commercial Computer Software" (cf. DFARS Section 252.227-7014) and any documentation is "Commercial Computer Software Documentation," all of which were developed exclusively at private expense by MediationSuites.com and its predecessors. You do not receive any rights to reproduce or modify the Services or any associated software.

37.6 Non-Transferability; No Sublicensing; No Right of Survivorship. Your identity is an essential element of your registration and Membership, the accuracy of which you are required to represent and warrant as a necessary condition of your use of MediationSuites.com and the Services. Among other reasons, the accuracy of your identity disclosures is material to our ability to protect ourselves and other Users from fraud and other abuses of our system and services. You cannot transfer or sublicense your registration, your Membership, or your rights under this Agreement. Upon your death any rights to your account terminate. Upon our receipt of a copy of a death certificate, or of other proof of death which is satisfactory to us in our sole discretion, your account can be terminated and your registration deleted by us.

37.7 No Resale, Re-Transmission or Commercial Use. Except for communications in which you are an active participant using MediationSuites.com and the Services, in accord with the terms and conditions of this Agreement, and except as may otherwise be expressly agreed in a separate



writing signed by two officers of MediationSuites.com and MediationSuites.com. com, you agree that:

- (i) you have no right to resell or re-transmit MediationSuites.com or the Services;
- (ii) you shall not distribute or re-distribute any of the Services, use the Services on timeshare or service bureau basis, for operation of a website, or for any commercial or income-generating purpose. Any Reseller Agreement must be by separate writing, signed by an authorized agent of MediationSuites.com.

37.9 No Third-Party Beneficiaries. Except as is otherwise expressly stated in this Agreement, there shall be no third-party beneficiary of this Agreement.

37.10 Waiver and Severability. A failure of MediationSuites.com and MediationSuites.com to exercise a right or provision of this Agreement shall not operate as a waiver of such right or provision. If a court of competent jurisdiction shall determine that any provision of this Agreement, or of any expressly incorporated document, is invalid, then it is agreed that the Court shall endeavor to revise such provision to give it such effect as is legally valid; and to the extent that a provision is invalid that provision shall be severed and the remainder of this Agreement enforced.

37.11 Rights and Remedies Cumulative. All rights and remedies of MediationSuites.com and MediationSuites.com under this Agreement or provided by law and equity shall be deemed cumulative and not exclusive of each other, and the exercise of one remedy shall not preclude the exercise of any other.

37.12 Captions, Headings and Links. Captions, headings and links in this Agreement are for reference only and shall not be considered when construing this Agreement.

## 38. NOTICES

38.1 Your Notices to Us. Any notice which you are permitted or required to give to MediationSuites.com and MediationSuites.com under this Agreement shall be in writing and shall be delivered by U.S. mail, certified, first class or express mail, and prepaid ; or shall be delivered by a nationally recognized commercial delivery service which provides delivery tracking (such as Federal Express or UPS) addressed to:



## **MediationSuites.com**

Attn: Clay Phillips

555 Marriott Drive | Suite 315

Nashville, TN, USA 37214

38.2 Our Notices to You; Your Email Address for Notices. You agree that we may provide you with any notices that are permitted or required under or concerning this Agreement, including without limitation changes in the Terms and Conditions of Service or the Privacy Policy, by electronic means such as email to the email address which you provide in your registration or otherwise; or by U.S. Post Office mail; or by postings on MediationSuites.com or within any applicable Service of MediationSuites.com to which you have subscribed. You agree that (i) it is your responsibility to keep us timely informed of your correct email address by editing your Membership registration data to reflect any changes in your email address, and it is your responsibility to monitor your own email at that email address; and (ii) it is your continuing responsibility as you use MediationSuites.com and the Services to read and make certain you understand the notices which we post from time to time on MediationSuites.com and the Services.

## **39. Injunctive Relief**

You agree that any use of MediationSuites.com or the Services contrary to the terms of this Agreement, as amended from time to time, or any sublicensing, transfer, copying or disclosure of technical matter related to MediationSuites.com or the Services is likely to cause irreparable harm to MediationSuites.com, its members, affiliates, providers, and suppliers, as well as to authorized sublicensees and Resellers of MediationSuites.com and the Services, for which pecuniary compensation alone would be insufficient. You agree that under such circumstances MediationSuites.com, its members, affiliates suppliers, authorized sublicensees and Resellers shall be entitled to temporary, preliminary and permanent injunctive and other equitable relief, without posting bond or security.

MediationSuites.com's Agent for Notification of Claimed Infringement is:

Clay Phillips Copyright Agent

c/o MediationSuites.com

555 Marriott Drive | Suite 315

Nashville, TN 37214

By Telephone: 615.866.2345

Email: Support@MediationSuites.com