

Terms of Service Updated September 12, 2022

These Terms of Service (the "Agreement") are an agreement between AddoMail.com, LLC ("AddoMail" or "us" or "our") and you ("User" or "you" or "your"). This Agreement sets forth the general terms and conditions of your use of the products and services made available by AddoMail and of the AddoMail.com website and a collection of domains owned or licensed with AddoMail and listed on AddoMail.com (collectively, the "Services"). By using the Services, you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to use or access the Services.

1. Additional Policies and Agreements

- Use of the Services is also governed by the following policies, which are incorporated by reference. By using the Services, you also agree to the terms of the following policies.
 - [Privacy Policy](#)
 - [Acceptable Use Policy](#)
 - [Copyright Infringement Policy](#)
- Additional terms may also apply to certain Services, and are incorporated by reference herein as applicable. All Terms of Service and Privacy Policy with RackSpace.com at the following link.
<https://docs.rackspace.com/support/how-to/terms-of-service/>

2. Account Eligibility

- By registering for or using the Services, you represent and warrant that:
 - You are eighteen (18) years of age or older. The Services are intended solely for Users who are eighteen (18) years of age or older. Any registration, use of or access to the Services, by anyone under eighteen (18) is unauthorized and is a violation of this Agreement.
 - If you use the Services on behalf of another party you agree that you are authorized to bind such other party to this Agreement and to act on such other party's behalf with respect to any actions you take in connection with the Services.
- It is your responsibility to provide accurate, current, and complete information on the registration forms, including an email address that is different from the domain email you are signing up under. If there is ever an abuse issue or we need to contact you, we will use the primary email address we have on file. It is your responsibility to ensure that the contact information for your account, including any email accounts is accurate, correct and complete at all times. AddoMail is not responsible for any lapse in the Services, including without limitation, any lapsed email payment due to outdated contact or payment information being associated with the email account you selected to use. If you need to verify, **change or cancel your contact**, payment or account information, please follow the following steps.
 1. Go to Addomail.com
 2. Click on the Member Portal Login button at the top of the page.
 3. Log into the AddoMail Member Portal using your username and password when you created your AddoMail account.

4. Click on Manage Subscriptions.
5. Use your recovery email address if the system has not automatically sent you a password to your recovery email address.
6. Use the password sent to your recovery email address to access the secure information. From here you can update all of your account(s) information.
7. To cancel your account, go to the next step.
8. Click on the Subscription box with right arrow and cancel your subscription.

- Providing false contact information of any kind may result in the termination of your account.
- You agree to be fully responsible for all use of your account and for any actions that take place through your account. It is your responsibility to maintain the confidentiality of your password and other information related to the security of your account.

3. **AddoMail Content**

Except for User Content (as defined below), all content available through the Services, including designs, text, graphics, images, video, information, software, audio and other files, and their selection and arrangement, and all software used to provide the Services (collectively, "AddoMail Content"), are the proprietary property of AddoMail or AddoMail's licensors. AddoMail Content may not be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, sold or exploited for any purpose in any form or by any means, in whole or in part, other than as expressly permitted in this Agreement. You may not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from any AddoMail Content. Any use of AddoMail Content, other than as specifically authorized herein, is prohibited and will automatically terminate your rights to use the Services and any AddoMail Content. All rights to use AddoMail Content that are not expressly granted in this Agreement are reserved by AddoMail and AddoMail's licensors.

4. **User Content**

- You may be able to upload, store, publish, display and distribute information, text, photos, videos and other content on or through the Services (collectively, "User Content"). User Content includes any content posted by you or by users of any of your websites hosted through the Services ("User Websites"). You are solely responsible for any and all User Content and any transactions or other activities conducted on or through User Websites. By posting or distributing User Content on or through the Services, you represent and warrant to AddoMail that (i) you have all the necessary rights to post or distribute such User Content, and (ii) your posting or distribution of such User Content does not infringe or violate the rights of any third party.

Solely for purposes of providing the Services, you hereby grant to AddoMail a non-exclusive, royalty-free, worldwide right and license to: (i) use, reproduce, publicly perform, publicly display, modify, translate, excerpt (in whole or in

part), publish and distribute User Content; and (ii) make archival or back-up copies of User Content and User Websites. Except for the rights expressly granted herein, AddoMail does not acquire any right, title or interest in or to the User Content, all of which shall remain solely with you.

- AddoMail exercises no control over, and accepts no responsibility for, User Content or the content of any information passing through AddoMail's computers, network hubs and points of presence or the Internet. AddoMail does not monitor User Content. However, you acknowledge and agree that AddoMail may, but is not obligated to, immediately take any corrective action in AddoMail's sole discretion, including without limitation removal of all or a portion of the User Content or User Websites, and suspend or terminate any and all Services without refund if you violate the terms of this Agreement. You hereby agree that AddoMail shall have no liability due to any corrective action that AddoMail may take.

5. **Third Party Products and Services**

- **Third Party Providers**

AddoMail may offer certain third party products and services. Such products and services may be subject to the terms and conditions of the third party provider. Discounts, promotions and special third party offers are subject to additional restrictions and limitations by Addomail or the third party. AddoMail does not make any representations or warranties regarding, and is not liable for, the quality, availability, or timeliness of goods or services provided by a third party provider. You undertake all transactions with these third party providers at your own risk. We do not warrant the accuracy or completeness of any information regarding third party providers. AddoMail is not an agent, representative, trustee or fiduciary of you or the third party provider in any transaction.

- **AddoMail as Reseller or Licensor**

AddoMail may act as a reseller or licensor of certain third party services, hardware, software and equipment used in connection with the Services ("Non-AddoMail Products"). AddoMail shall not be responsible for any changes in the Services that cause any Non-AddoMail Products to become obsolete, require modification or alteration, or otherwise affect the performance of the Services. Any malfunction or manufacturer's defects of Non-AddoMail Products, either sold, licensed or provided by AddoMail to you will not be deemed a breach of AddoMail's obligations under this Agreement. Any rights or remedies you may have regarding the ownership, licensing, performance or compliance of any Non-AddoMail Product are limited to those rights extended to you by the manufacturer of such Non-AddoMail Product. You are entitled to use any Non-AddoMail Product supplied by AddoMail only in connection with your use of the Services as permitted under this Agreement. You shall make no attempt to copy, alter, reverse engineer, or tamper with such Non-AddoMail Product or to use it other than in connection with the Services. You shall not resell, transfer, export or re-export any Non-

AddoMail Product, or any technical data derived therefrom, in violation of any applicable law, rules or regulations.

o **Third Party Websites**

The Services may contain links to other websites that are not owned or controlled by AddoMail ("Third Party Sites"), as well as articles, photographs, text, graphics, pictures, designs, sound, video, information, and other content or items belonging to or originating from third parties ("Third Party Content"). We are not responsible for any Third Party Sites or Third Party Content accessed through the Services. Third Party Sites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us. If you decide to access Third Party Sites or to access or use any Third Party Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable third party's terms and policies, including privacy and data gathering practices of any website to which you navigate.

6. **Prohibited Persons (Countries, Entities, And Individuals).**

The U.S. Department of the Treasury, through the Office of Foreign Assets Control ("OFAC"), prohibits U.S. companies from engaging in all or certain commercial activities with certain sanctioned countries (each a "Sanctioned Country") and certain individuals, organizations or entities, including without limitation, certain "Specially Designated Nationals" ("SDN") listed by OFAC. If you are located in a Sanctioned Country or are listed as an SDN, you are prohibited from registering or signing up with, subscribing to, or using the Services. Unless otherwise provided with explicit permission, AddoMail also does not register, and prohibits the use of any of our Services in connection with, any Country-Code Top Level Domain Name ("ccTLD") for any Sanctioned Country.

7. **Account Security and AddoMail Systems.**

- It is your responsibility to ensure that scripts/programs installed on your internet connection device are secure and permissions of directories are set properly, regardless of the installation method. Users are ultimately responsible for all actions taken on their internet connection devices. This includes the compromise of credentials such as user name and password. You are required to use a secure password.
- The Services, including all related equipment, networks and network devices are provided only for authorized customer use. AddoMail may, but is not obligated to, monitor our systems, including without limitation, to ensure that use is authorized, to facilitate protection against unauthorized access, and to verify security procedures, survivability, and operational security. During monitoring, information may be examined, recorded, copied and used for authorized purposes. By using the Services, you consent to monitoring for these purposes.

- Any account found connecting to a third party network or system without authorization from the third party is subject to suspension. Access to networks or systems outside of your direct control requires the express written consent of the third party. AddoMail may, at our discretion, request documentation to prove that your access to a third party network or system is authorized.
- Any account that is found to be compromised may be disabled and/or terminated. If you do not clean up your account after being notified by AddoMail of an ongoing issue, we reserve the right to keep your account disabled. Upon your request, AddoMail may clean-up your account for an additional fee.

8. **HIPAA Disclaimer.** We are not "HIPAA compliant."

You are solely responsible for any applicable compliance with federal or state laws governing the privacy and security of personal data, including medical or other sensitive data. You acknowledge that the Services may not be appropriate for the storage or control of access to sensitive data, such as information about children or medical or health information. AddoMail does not control or monitor the information or data you store on, or transmit through, the Services. We specifically disclaim any representation or warranty that the Services, as offered, comply with the federal Health Insurance Portability and Accountability Act ("HIPAA"). Customers requiring secure storage of "protected health information" as defined under HIPAA are expressly prohibited from using the Services for such purposes. Storing and permitting access to "protected health information" is a material violation of this Agreement, and grounds for immediate account termination. We do not sign "Business Associate Agreements" and you agree that AddoMail is not a Business Associate or subcontractor or agent of yours pursuant to HIPAA. If you have questions about the security of your data, you should contact info@AddoMail.com.

9. **Compatibility with the Services**

- You agree to cooperate fully with AddoMail in connection with AddoMail's provision of the Services. It is solely your responsibility to provide any equipment or software that may be necessary for your use of the Services. To the extent that the performance of any of our obligations under this Agreement may depend upon your performance of your obligations, AddoMail is not responsible for any delays due to your failure to timely perform your obligations.
- You are solely responsible for ensuring that all User Content and User Websites are compatible with the hardware and software used by AddoMail to provide the Services, which may be changed by AddoMail from time to time in our sole discretion.
- You are solely responsible for backing-up all User Content, including but not limited to, any User Websites. AddoMail does not warrant that we back-up any User Content, and you agree to accept the risk of loss of any and all User Content.

10. Billing and Payment Information

- **Prepayment.**

It is your responsibility to ensure that your payment information is up to date, and that all payments are paid on time. You agree to pay for the Services in advance of the time period during which such Services are provided. Subject to applicable laws, rules, and regulations, payments received will be first applied to the oldest outstanding payments in your billing account.

- **Autorenewal.**

Unless you cancel your subscription, you agree that you will be billed on an automatically recurring basis to prevent any disruption to your Services, using your credit card billing information on file with AddoMail. To cancel your subscription, follow the instructions above in section 2 of the Terms of Service Agreement.

- **Taxes.**

Listed fees for the Services do not include any applicable sales, use, revenue, excise or other taxes imposed by any taxing authority. Any applicable taxes will be added to AddoMail's invoice as a separate charge to be paid by you. All fees are non-refundable when paid unless otherwise stated.

- **Late Payment.**

All payments must be paid within two weeks (14 days) of the renewal date. Any invoice that is outstanding for more than two weeks may result in the suspension or termination of Services. Access to the account will not be restored until payment has been received. If you fail to pay the fees as specified herein, AddoMail may suspend or terminate your subscription and pursue the collection costs incurred by AddoMail, including without limitation, any arbitration and legal fees, and reasonable attorneys' fees. AddoMail will not activate new services for customers who have an outstanding balance on their account. After 30 days from non payment, **Email addresses are subject to being reclaimed and all content deleted. If you make a late payment after 14 days but before deletion of account, we reactivate the account within 48 hours.**

Email Services Payments.

It is solely your responsibility to use AddoMail's automated Billing system. Email renewal notices are provided as a courtesy reminder and AddoMail is not responsible for a failure to renew an Email Address or a failure to notify a customer about a Email renewal.

- **Fraud.**

It is a violation of this Agreement for you to misuse or fraudulently use credit cards, charge cards, electronic funds transfers, electronic checks, or any other payment method. AddoMail may report any such misuse or fraudulent use, as determined in AddoMail's sole discretion, to governmental and law enforcement authorities, credit reporting services, financial institutions and/or credit card companies.

- **Invoice Disputes.**

You have ninety (90) days to dispute any charge or payment processed by AddoMail. If you have any questions concerning a charge on your account, our billing department directly for assistance at dispute@AddoMail.com.

11. Cancellations and Refunds

There is a free 2 day trial period which starts when you create an account and set up your subscription. We do not start billing until the 3rd day, after which there are **No refunds on any unused portion of a subscription once you have canceled your subscription.**

- **Cancellation Process.**

You may cancel the subscription Services using the following and only method on the AddoMail home page.

- To **cancel your subscription**, please follow the following steps.

1. Go to Addomail.com
2. Click on the Member Portal Login button at the top of the page.
3. Log into the AddoMail Member Portal using your username and password when you created your AddoMail account.
4. Click on Manage Subscriptions.
5. Use your recovery email address if the system has not automatically sent you a password to your recovery email address.
6. Use the password sent to your recovery email address to access the secure information. From here you can update all of your account(s) information.
7. To cancel your account, go to the next step.
8. Click on the Subscription box with right arrow and cancel your subscription.

- **Foreign Currencies.**

If by chance you are using a credit card on a foreign bank account, Exchange rate fluctuations for international payments are constant and unavoidable. All refunds are processed in U.S. dollars and will reflect the exchange rate in

effect on the date of the refund. All refunds are subject to this fluctuation and AddoMail is not responsible for any change in exchange rates between the time of payment and the time of refund.

- **Termination**

AddoMail may terminate your access to the Services, in whole or in part, without notice in the event that: (i) you fail to pay any subscription fees due; (ii) you violate this Agreement; (iii) your conduct may harm AddoMail or others or cause AddoMail or others to incur liability, as determined by AddoMail in our sole discretion; or (iv) as otherwise specified in this Agreement. In such event, AddoMail shall not refund to you any fees paid in advance of such termination, and you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such termination. Additionally, AddoMail may charge you for all fees due for the Services for the remaining portion of the then current term.

UPON TERMINATION OF THE SERVICES FOR ANY REASON, USER CONTENT, USER WEBSITES, AND OTHER DATA WILL BE DELETED.

Abandoned clients information will remain active until cancelled or the account fails to renew. Account cancellation by the client results in an immediate deletion of client data upon the renewal date of the subscription.

Permitted Disk Usage.

All use of hosting space provided by AddoMail is subject to the terms of this Agreement and the Acceptable Use Policy.

- AddoMail may, in our sole discretion, terminate access to the Services, apply additional fees, or remove or delete User Content for those accounts that are found to be in violation of AddoMail's terms and conditions.

- **Bandwidth Usage.**

Excessive use of bandwidth is a sign of sending spam and will be investigated accordingly.

12. Uptime Guarantee.

AddoMail does not guarantee any uptime rate or offer any discount.

13. Price Change

AddoMail reserves the right to change prices, the monthly payment amount, or any other charges at any time. We will provide you with at least thirty (30) days' notice before charging you with any price change. It is your sole responsibility to periodically review billing information provided by AddoMail through the user billing tool or through other methods of communication, including notices sent or posted by AddoMail.

14. **Coupons**

Discounts and coupon codes are reserved for first-time accounts or first-time customers only and may not be used towards the purchase of new email services. Coupon abuse will not be tolerated and may result in the suspension or termination of your account. All coupons and discounts are only valid towards the initial purchase and do not affect the renewal or recurring price.

15. **Limitation of Liability**

IN NO EVENT WILL ADDOMAIL ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SERVICES, OR ANY USER CONTENT, USER WEBSITES OR OTHER MATERIALS ACCESSED OR DOWNLOADED THROUGH THE SERVICES, EVEN IF ADDOMAIL IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, ADDOMAIL'S LIABILITY TO YOU, OR ANY PARTY CLAIMING THROUGH YOU, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO ADDOMAIL FOR THE SERVICES IN THE THREE (3) MONTHS PRIOR TO THE INITIAL ACTION GIVING RISE TO LIABILITY. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT.

16. **Indemnification**

You agree to indemnify, defend and hold harmless AddoMail, our affiliates, and their respective officers, directors, employees and agents (each an "Indemnified Party" and, collectively, the "Indemnified Parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, but not limited to, reasonable attorney's fees) threatened, asserted, or filed by a third party against any of the Indemnified Parties arising out of or relating to (i) your use of the Services, (ii) any breach or violation by you of this Agreement; or (iii) any acts or omissions by you. The terms of this section shall survive any termination of this Agreement.

17. **Arbitration**

By using the Services, you hereby submit to the exclusive jurisdiction of the American Arbitration Association ("AAA") in connection with any dispute relating to, concerning or arising out of this Agreement. The arbitration will be conducted before a single arbitrator chosen by AddoMail and will be held at the AAA location chosen by AddoMail in Texas. Payment of all filing, administrative and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this paragraph. In the event you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, AddoMail will pay as much of your filing,

administrative, and arbitrator fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. The arbitration before the AAA shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The Federal Arbitration Act, and not any state arbitration law, governs all arbitration under this paragraph. All decisions rendered by the arbitrator will be binding and final. The arbitrator's award is final and binding on all parties. The arbitrator's authority to resolve and make written awards is limited to claims between you and AddoMail alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. If you initiate litigation or any other proceeding against AddoMail in violation of this paragraph, you agree to pay AddoMail's reasonable costs and attorneys' fees incurred in connection with our enforcement of this paragraph.

18. Independent Contractor

AddoMail and User are independent contractors and nothing contained in this Agreement places AddoMail and User in the relationship of principal and agent, partners or joint venturers. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.

19. Governing Law; Jurisdiction

Any controversy or claim arising out of or relating to this Agreement, the formation of this Agreement or the breach of this Agreement, including any claim based upon an alleged tort, shall be governed by the substantive laws of the State of Texas. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

20. Disclaimer

AddoMail shall not be responsible for any damages your business may suffer. AddoMail makes no warranties of any kind, expressed or implied for the Services. AddoMail disclaims any warranty of merchantability or fitness for a particular purpose, including loss of data resulting from delays, delivery failures, wrong deliveries, and any and all service interruptions caused by AddoMail or our employees.

21. Backups and Data Loss

Your use of the Services is at your sole risk. AddoMail does not maintain backups of dedicated accounts. AddoMail is not responsible for files and/or data residing on your account. You agree to take full responsibility for all files and data transferred and to maintain all appropriate backup of files and data stored on AddoMail's

servers.

Any account using more than 25 gigs of disk space will be removed at our sole discretion.

Limited Warranty

THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE BASIS." EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, ADDOMAIL AND OUR AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS DISCLAIM ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, FOR THE SERVICES PROVIDED HEREUNDER. ADDOMAIL AND OUR AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES (I) THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR COMPLETELY SECURE; (II) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES; OR (III) AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION PROVIDED THROUGH THE SERVICES. ADDOMAIL AND OUR AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS ARE NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM USERS OR STORED BY USERS ON OR THROUGH THE SERVICES. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

22. Disclosure to Law Enforcement

AddoMail may disclose User information to law enforcement agencies without further consent or notification to the User upon lawful request from such agencies. We cooperate fully with law enforcement agencies.

23. Entire Agreement.

This Agreement, including documents incorporated herein by reference, supersedes all prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof, and this Agreement constitutes the sole and entire agreement between the parties with respect to the matters covered hereby.

24. Headings.

The headings herein are for convenience only and are not part of this Agreement.

25. Changes to the Agreement or the Services

- AddoMail may modify, add, or delete portions of this Agreement at any time. If we have made significant changes to this Agreement, we will post a notice on the AddoMail website for at least thirty (30) days after the changes are posted and will indicate at the bottom of this Agreement the date of the last

revision. Any revisions to this Agreement will become effective when posted unless otherwise provided. You agree to any modification to this Agreement by continuing to use the Services after the effective date of any such modification.

- AddoMail reserves the right to modify, change, or discontinue any aspect of the Services at any time.

26. Severability

If any provision or portion of any provision of this Agreement is found to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions or portions (unless otherwise specified) thereof shall remain in full force and effect.

27. Waiver

No failure or delay by you or AddoMail to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of any right or remedy. No express waiver of, or assent to, any breach of or default in any term or condition of this Agreement by any party hereto shall constitute a waiver of, or an assent to, any succeeding breach of or default in the same or any other term or condition hereof.

28. Assignment; Successors

You may not assign or transfer this Agreement or any of your rights or obligations hereunder, without the prior written consent of AddoMail. Any attempted assignment in violation of this Agreement shall be null and void and of no force or effect whatsoever. AddoMail may assign our rights and obligations under this Agreement, and may engage subcontractors or agents in performing our duties and exercising our rights hereunder, without the consent of User. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

29. Force Majeure

Neither party is liable for any default or delay in the performance of any of its obligations under this Agreement (other than failure to make payments when due) if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for such party to perform its obligations hereunder.

30. Third-Party Beneficiaries

Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended, nor shall anything herein be construed to confer any rights in any person

other than the parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, user acknowledges and agrees that any supplier of a third-party product or service that is identified as a third-party beneficiary in the service description, is an intended third-party beneficiary of the provisions set forth in this Agreement as they relate specifically to its products or services and shall have the right to enforce directly the terms and conditions of this Agreement with respect to its products or services against user as if it were a party to this Agreement.