



## EZLYNX EMAILING END USER LICENSE AGREEMENT

This EZLynx Emailing End User License Agreement ("**Terms**") is entered into and agreed upon by you or your organization if you are using the Services on behalf of your organization ("**Licensee**") and Webcetera, L.P. ("**Licensor**"). These Terms apply if you are purchasing or using emailing functionalities or services in connection with the EZLynx One Platform®, including without limitation email campaigns and email advertising services (herein, "**Services**"). These Terms are intended to supplement any prior agreement between Licensee and Licensor, and these Terms supersede and preempt such prior terms to the extent of any conflict therewith.

BY PURCHASING OR USING THE SERVICES, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR COMPANY, AND YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS, UNDERSTAND THEM, AND AGREE TO BE LEGALLY BOUND BY THEM. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS SUPERSEDE AND PREEMPT, TO THE EXTENT OF ANY CONFLICT, ANY PRIOR AGREEMENT YOU HAVE WITH THE LICENSOR WITH RESPECT TO THE SERVICES. YOU UNDERSTAND AND ACKNOWLEDGE THAT THESE TERMS CONSTITUTE A LEGALLY BINDING CONTRACT BETWEEN YOU, AS LICENSEE, AND THE LICENSOR. IF YOU REJECT THE TERMS OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO USE THE SERVICES. THEREFORE, YOU HEREBY AGREE AS FOLLOWS:

1. Changes. By posting updated versions of these Terms on the Licensor website, or otherwise providing notice to you, Licensor may modify the terms of these Terms and may discontinue or revise any or all other aspects of the Services at its sole discretion. All such changes shall become effective upon posting of the revised Terms on the Licensor website. Your continued use of the Services will constitute your acceptance of the variation to the Terms. Licensor will use reasonable efforts to make you aware of any changes to the terms of these Terms. If you elect to discontinue using the Services due to any changes to the Terms made under this Section 1, you will be entitled to a refund for any unused, prepaid amounts for the Services.

2. Eligibility. The Services are available only to persons who can form legally binding contracts under applicable law. Without limiting the foregoing, the Services are not available to individuals under the age of 18. If you do not qualify, your use of the Services is expressly prohibited. Further, to utilize the Services, you must complete the registration process, agree to the Terms, and provide true, complete, and up to date contact information. By using the Services, you represent and warrant that you meet all the requirements listed above, and that you won't use the Services in a way that violates any laws or regulations. Licensor may refuse your use of the Services, close accounts of any Licensee, and change eligibility requirements at any time. Additionally, if you sign up for the Services on behalf of a company or other entity, you represent and warrant that you have the authority to accept these Terms on their behalf.

3. Purpose. The Services enable corporate, small business and community websites to sign up website visitors, collect and retrieve visitor sign-up data, and to develop and execute email communications with visitors and others (including your customers). You may only use the Services to send emails to people and entities that either: 1) gave you written (including electronic) permission to send emails to them and have not withdrawn that permission and gave you that permission in the past twelve (12) months or didn't object to promotional content you sent them in the past twelve (12) months; or 2) gave you their name and email address in connection with a purchase, or negotiations to purchase, a product or service from you, have not opted out from receiving your emails, and either purchased something from you or negotiated a purchase from you in the past twelve (12) months or didn't object to promotional content you sent them in the past twelve (12) months.

4. Term. The Term begins when you sign up for the Services and continues as long as you use the Services. You or Licensor may terminate the Services at any time and for any reason by giving Notice to the other party. If you terminate the Services, Licensor will refund a prorated portion of your prepaid amounts, if any. We may suspend the Services to you at any time, with or without cause. If Licensor terminates your account and discontinues providing the Services to you without cause, Licensor will refund a prorated portion of your



prepaid amounts, if any. Licensor will not refund any amounts if the Services are terminated with cause, such as a violation of these Terms. Once terminated, Licensor may permanently delete your account and all the data associated with it, including your emails. If you don't log in to your account for twelve (12) months, Licensor may treat your account as "inactive" and permanently delete the account and all the data associated with it. Licensor may delete any of your archived data within thirty (30) days after the date of termination. Any statutory retention requirements with respect to your business correspondence remain your responsibility.

5. Account and Password. You're responsible for keeping your account and password confidential. You are also responsible for any account that you have access to, whether or not you authorized the use. You agree to immediately notify Licensor of any unauthorized use of your account(s). Licensor is not responsible for any losses due to stolen or hacked passwords.

6. Prohibited Content. You may not send any email communications of anything offensive, to promote anything illegal, defamatory or libelous, threatening, to promote pyramid schemes, chain letters, multi-level marketing campaigns, gambling related content, pay day lender related content, pharmaceutical related content, illegal or software, viruses, to harass anyone, or to distribute any other content that we deem inappropriate. You may not send pornography or other sexually explicit emails, emails offering to sell illegal goods or services, emails that violate CAN-SPAM laws (e.g., the CAN-SPAM Act), or marketing or commercial emails without permission. You agree that you will not access or otherwise use third party mailing lists in connection with preparing or distributing unsolicited email to any third party.

7. Prohibited Actions. You may not send Spam (i.e., "spam" defined as unsolicited bulk email); put into your email any material that wasn't created by you, provided for you to use, or that would violate anyone's rights (including text, photos, graphics, and other content); use any misleading or incorrect names, addresses, email addresses, subject lines, or other information in any emails created or sent using the Services; share your password; decipher, decompile, disassemble, or reverse engineer any of the software used in connection with the Services; set up multiple accounts for any person or entity in order to send similar content, unless you're part of a franchise; import or incorporate any of the following information into any lists, emails or uploads to servers of the Services: social security numbers, passwords, security credentials, or sensitive personal information of any kind; use an outside unsubscribe process; upload or send to purchased lists, rented lists, or third-party lists of any kind; host images on servers of the Services for any purpose other than for use in your email campaigns; or delete, bulk unsubscribe, or otherwise modify your list in order to avoid our pricing terms.

8. Pricing. All fees paid to Licensor for the Services are non-refundable, unless an account is terminated by you under section 4 or by Licensor for a reason other than cause. Payment for Services must be made by a valid credit card accepted by Licensor, unless other payment arrangements have been made between you and an authorized Licensor representative. You hereby authorize Licensor to charge your credit card whenever you use the Services to send a campaign to more than 5 recipients, or on a monthly basis if you select monthly pricing. You agree to replace the information for any credit card that expires with information for a different valid credit card. Anyone using a credit card represents and warrants that he or she is authorized to use that credit card, and that any and all charges may be billed to that credit card and won't be rejected. If Licensor is for any reason unable to effect automatic payment via your credit card, you will be notified via email and we may suspend your account until your payment can be processed.

9. Metering. Both the number of email messages sent and the number of kilobytes of data transferred are metered by Licensor. Normal Licensor accounts allow you to send an unlimited number of email messages. The total kilobyte data transfer of each message can be no more than 300kb.

10. HTML Disclaimer. It is understood that Licensor makes no guarantee that HTML messages will be rendered properly on all recipients' email programs, due to the wide variety of HTML generation tools available. Licensor makes every reasonable attempt to make sure that all email messages sent via the Services follow email standards, but Licensor cannot guarantee that messages will look consistent across all email platforms due to the number of different HTML composition tools available. For example, if you use



Microsoft Word to generate HTML email messages, it is expected that recipients of your message using a non-Microsoft email application may have difficulty reading your message.

11. Maintenance. The Services will occasionally be unavailable during system maintenance and upgrades. Licensor will make commercially reasonable efforts to ensure that the Services will be available.

12. Restrictions. You are not granted a license to any software under these Terms (except to the extent required for you to use the Services). Except to the extent that applicable laws prevent Licensor from doing so, you will not, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of, or found at or through the Services or any software, documentation, or data related to the Services ('Software'); remove any proprietary notices or labels from the Services or any Software; reproduce or copy the Software or the Services or any part thereof; modify, translate, or create derivative works based on the Services or any Software; or copy, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services or any Software. The Services shall be used for your internal business purposes only and you shall not use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party. Reselling of the Services to third parties is expressly prohibited.

13. Responsibilities. All emails must contain an 'unsubscribe' link that allows subscribers to instantly remove themselves from your mailing list. Each such link must remain operational for a period of thirty (30) days after the date on which you send the message, and must be in form and substance satisfactory to Licensor. You acknowledge and agree that you will not remove, disable or attempt to remove or disable either link. Licensor scans every campaign for the existence of an unsubscribe link. If an unsubscribe link is not detected, you will be informed and required to include a Licensor unsubscribe link before continuing. All emails must contain non-Internet contact information of the sender or the entity on whose behalf the email was sent, such as that entity's address or phone number. All emails must state the reason the recipient is receiving the message (e.g., "You are receiving this message from ABC Company because you signed up for our email list at www.abc.com"). All emails must be compliant with any disclosure requirements that apply to the sender (e.g., some countries' laws require that business letters, including emails, contain further identification details as to the form of the organization, the place of incorporation, the names of executives etc.). You are responsible for monitoring, correcting, processing unsubscribe requests within 5 days, and updating the email addresses to which messages are sent through your Licensor account. Emails that you send through the Services may generate abuse complaints from recipients. You are responsible for ensuring that your email campaigns do not generate a number of abuse complaints in excess of industry norms. Licensor, in its sole discretion, shall determine whether your level of abuse complaints is within industry norms, and its determination shall be final, binding and conclusive for all purposes under these Terms. Licensor, at its own discretion, may immediately disable your access to the Services without refund if Licensor believes in its sole discretion that you have violated any of the email and permission practices listed in these Terms.

14. Licensor Proprietary Rights. You acknowledge and agree that the Services, the Software, the Licensor company names and logos and all related product and service names, design marks and slogans, and all other material comprising the Software or the Services, are the property of Licensor or its affiliates or suppliers (collectively, the 'Marks'). Unless stated otherwise, all Marks are protected as the copyright, trade dress, trademarks and/ or other intellectual properties are owned by Licensor or by other parties that have licensed their material to Licensor. You are not authorized to use any of the Marks in any advertising, publicity or any other commercial manner without the prior written consent of Licensor. Your use of the Services confers no title or ownership in the Services, the Software or the Marks and is not a sale of any rights in the Services, the Software or the Marks. All ownership rights remain in Licensor or its third party suppliers, as the case may be.

15. Licensee Proprietary Rights. You represent and warrant that you either own or have permission to use all of the material in your Emails. You retain ownership of the materials you upload to the Services. We may use or disclose your materials only as we describe in these Terms and our Privacy Policy.



16. **Privacy Policy.** In the course of providing the Services, Licensor may collect personal information, which means information about an account holder. A "Distribution List" is a list of email addresses that one of our account holders has sent, or intends to send, emails to, and all information relating to those email addresses.

16.1 **Information You Provide to Licensor:** When you register to use the Services, communicate with our customer service team, or send us an email, you're giving us information that we collect. That information may include your IP address, name, physical address, email address, phone number, credit card information, and other details like gender, occupation, and other demographic information. By giving us this information, you consent to your information being collected, used, disclosed, and stored by us, only as described in our Terms and Privacy Policy.

16.2 **List and Email Information:** When you add an email Distribution List or create an email with the Services, we have access to the data on your list and the information in your email.

16.3 **Information from your use of the Services:** We may get information about how and when you use the Services. This information may include your IP address, time, date, browser used, and actions taken by you within the application.

16.4 **Cookies:** When you register to use the Services, "cookies," which are strings of code, may be stored on your computer. Those cookies are used to collect information about when you visit Licensor's website providing the Services, when you use the Services, your browser type and version, your operating system, and other similar information. You may turn off cookies that have been placed on your computer by following the instructions on your browser, but if you block the cookies, it may be more difficult (and maybe even impossible) to use the Services.

16.5 **Web Beacons:** When you send emails, the Services may sometimes track who opened the emails and who clicked the links to measure email campaigns performance and to improve features. In this regard, single pixel gifs, also called web beacons, may be included in sent emails. Web beacons allow information to be collected about when emails are opened, IP addresses, browser or email client type, and other similar details. Data collected from those Web Beacons may be used to create the reports you see about who has or hasn't opened emails or clicked links. Reports are also available to Licensor when Licensor sends you email, so we may collect and review that information.

16.6 **Information from Other Sources:** Licensor may get more information about you, like name, age, and participation in social media websites, by searching the internet or querying third parties (we'll refer to that information as Supplemental Account Information). We only collect data that's publicly available or provided by a third party according to its terms of use.

16.7 **Use and Disclosure of Your Personal Information:** Licensor may use and disclose your Personal Information only as follows: i) To promote use of the Services (e.g., if you leave your Personal Information when you visit our Website and don't sign up for any of the Services, we may send you an email asking whether you want to sign up. And if you use any of our Services, and we think you might benefit from using another Service we offer, we may send you an email telling you about it); ii) To bill and collect money owed to us (this includes sending you emails, invoices, receipts, notices of delinquency, and alerting you if we need a different credit card number. We use third parties for secure credit card transaction processing, and we send billing information to those third parties to process your orders and credit card payments); iii) to send you System Alert Messages (e.g., Licensor may let you know about temporary or permanent changes to the Services, like planned outages, new features, version updates, releases, abuse warnings, and changes to our Privacy Policy); iv) to enforce compliance with the Terms and applicable law (this may include developing tools and algorithms that help us prevent violations); v) to provide customer support; vi) To protect the rights and safety of our account holders and third parties, as well as Licensor's rights and safety; vii) to meet legal requirements like complying with court orders and valid subpoenas; viii) to provide information to representatives and advisors, like attorneys and accountants, to help us comply with legal, accounting, or security requirements; ix) to prosecute and defend a court, arbitration, or similar proceeding; x) to support and



improve the Services (this includes adding features that account holder compare email campaigns, or using data to suggest other publishers your subscribers may be interested in); xi) to communicate with you about your account for informational, not promotional, reasons; xii) to transfer your information in the case of a sale, merger, consolidation, or acquisition (in that event, any acquirer will be subject to our obligations under this Privacy Policy); xiii) to send you informational and promotional content that you may choose (or "opt in") to receive (you can stop receiving our promotional emails by following the unsubscribe instructions included in every email).

**16.8 Review:** Sometimes Licensor may review the content of account holder email campaigns to make sure that such campaigns are in compliance with the Terms. To improve that process, Licensor have software that helps Licensor find email campaigns that may violate the Terms. Licensor employees or independent contractors may review those particular email campaigns. This process benefits all of the account holders who comply with the Terms because, among other things, it reduces the amount of spam being sent through the Services servers and helps to maintain high deliverability.

**16.9 Distribution Lists:** Your distribution lists are stored on secure servers. Licensor will not sell your lists, contact people on your lists, market to people on your lists, steal your lists, or share your lists with any other party, unless it's required by law. If someone on your list complains or contacts Licensor, we may then contact that person. Only authorized employees or independent contractors of Licensor have access to view your lists. You may export (download) your lists from the Services at any time, as long as Licensor has a copy. Licensor will use and disclose the information in your lists only for the reasons listed herein.

**16.10 Notice of Breach of Security:** If a security breach causes an unauthorized intrusion into systems of the Services that materially affects you or people on your distribution lists, then Licensor will notify you as soon as possible and later report the action we took in response.

**16.11 Third Party Content:** The Services may contain materials produced by third parties or links to other websites. Such materials and websites are provided by third parties and are not under Licensor's direct control and Licensor accepts no responsibility or liability in respect of any such third party materials or for the operation or content of other websites (whether or not linked to the Services). You acknowledge that Licensor is entitled to require you to remove any link from another website to the Services which you install without obtaining Licensor's prior written consent.

**17. Representations and Warranties.** You represent, covenant, and warrant that you will use the Services only in compliance with these Terms and all applicable laws and regulations. You represent and warrant that you will adopt and maintain a policy that complies with all applicable privacy laws. You acknowledge that all personal information that you provide to Licensor has been collected with the relevant individual's consent, and that you have informed the individual of the purpose for which that information was collected, and that you may provide this information to Licensor for the purposes of use in relation to the Services. You acknowledge that we may store the personal information that you provide to Licensor on servers located in the United States of America, and you warrant that you have obtained the consent of the relevant individuals to the storage and transmission of their personal information in this manner.

**18. Indemnification.** You hereby agree to indemnify and hold harmless Licensor against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and reasonable attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise arising from or relating to your use of the Services. You acknowledge that you are responsible for the content of any emails or messages sent using the Services. Although Licensor has no obligation to monitor the content provided by you or your use of the Services, Licensor may do so and may remove any such content or prohibit any use of the Services it believes may be (or is alleged to be) in violation of the foregoing.

**19. LIMITATION OF LIABILITY.** YOU UNDERSTAND AND AGREE THAT LICENSOR SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, BUT NOT



LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY THEREOF), AND INCLUDING DAMAGES RESULTING FROM: (I) ANY DOCUMENT OR TRANSACTION SENT THROUGH THE SERVICES WHERE LICENSOR IS NOT A DIRECT PARTY; (II) THE USE OR INABILITY TO USE THE SERVICES, INCLUDING ERRORS, INTERRUPTION OR DELAYS; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DOCUMENTS OR TRANSMISSIONS; (IV) CLAIMS MADE A SUBJECT OF A LEGAL PROCEEDING AGAINST LICENSOR MORE THAN TWO (2) YEARS AFTER ANY SUCH CAUSE OF ACTION FIRST AROSE; OR (V) ANY OTHER MATTER RELATING TO THE LICENSOR SERVICES. LICENSOR'S LIABILITY SHALL NOT EXCEED, IN THE AGGREGATE, A SUM EQUAL TO THE AMOUNT OF FEES, IF ANY, PAID FOR USING THE SERVICE UNDER THIS AGREEMENT.

20. WARRANTY DISCLAIMER. YOU EXPRESSLY UNDERSTAND AND AGREE THAT: A) YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. LICENSOR PROVIDES THIS SERVICES ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; B) LICENSOR DOES NOT WARRANT AND EXPRESSLY DISCLAIMS THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS; (II) THE SERVICE WILL BE UNINTERRUPTED, RELIABLE, TIMELY, SECURE, ERROR-FREE OR FREE OF VIRUSES AND OTHER HARMFUL COMPONENTS, (III) ANY ERRORS ON THE LICENSOR WEBSITE OR SERVICE WILL BE CORRECTED; AND (IV) THAT DOCUMENTS OR MATERIALS THAT YOU STORE VIA THE SERVICES WILL REMAIN ACCESSIBLE; C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR SOLE DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL; D) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM LICENSOR, OR THROUGH OR FROM THE LICENSOR WEBSITE OR SERVICES, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT; E) SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU; AND F) IN THE EVENT OF ANY BREACH OF THE WARRANTIES SET FORTH ABOVE, LICENSOR'S SOLE AND EXCLUSIVE RESPONSIBILITY, AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY, SHALL BE FOR LICENSOR TO CORRECT OR REPLACE, AT NO ADDITIONAL CHARGE TO LICENSEE, ANY PORTION OF THE SERVICES FOUND TO BE DEFECTIVE; PROVIDED, HOWEVER, THAT IF WITHIN A COMMERCIALY REASONABLE PERIOD OF TIME LICENSOR NEITHER CORRECTS SUCH DEFECTS NOR REPLACES THE DEFECTIVE SERVICES, THEN CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO RECEIVE DIRECT DAMAGES NOT TO EXCEED A SUM EQUAL TO THE AMOUNT OF FEES PAID TO LICENSOR, IF ANY, FOR USING THE SERVICES.

21. Export of Services or Technical Data. You may not remove or export from the United States of America or allow the export or re-export of the Services, or any direct product thereof, including technical data, in violation of any restrictions, laws, or regulations of the United States of America and all other applicable countries.

22. Survival. All sections of these Terms which by their nature should survive termination will survive termination, including, without limitation, ownership, warranties, disclaimers and limitations of liability.

23. Waiver. No delay or omission by either party to these Terms to exercise any right or power arising upon the other party's nonperformance or breach will impair that right or power or be construed as a waiver of it. Any waiver must be in writing and signed by the waiving party. A waiver on one occasion will not be construed as a waiver of any subsequent event of nonperformance or breach.

24. Governing Law; Dispute Resolution. The laws of the State of Texas govern these Terms, the interpretation and construction of these Terms and all claims arising out of or pertaining to this Agreement whatsoever. The prevailing party in any lawsuit arising from or relating to these Terms is entitled to recover its costs, including reasonable attorney fees. EACH OF THE PARTIES IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE COURTS OF DALLAS COUNTY, TEXAS AND THE U.S. DISTRICT COURT



FOR THE NORTHERN DISTRICT OF TEXAS. EACH OF THE PARTIES HERETO AGREES TO COMMENCE ANY ACTION, SUIT OR PROCEEDING RELATING HERETO IN THE STATE COURTS OF DALLAS COUNTY, TEXAS OR THE U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS.

25. Injunctive Relief. Licensee hereby agrees that any breach of these Terms by it or any of its Employees making any unauthorized use of the Services or related confidential materials, will cause immediate and irreparable harm to Licensor. In the event of any such breach, Licensor shall be entitled to pursue immediate and interim injunctive relief from any court of competent jurisdiction to restrain such unauthorized use or conduct.

26. Assignment. You may not assign any of your rights under this agreement to anyone else. We may assign our rights to any other individual or entity at our discretion.

27. Force Majeure. Licensor will not be held liable for any delays or failure in performance of any part of the Services, from any cause beyond our control. This includes, but is not limited to, acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, fires, earthquakes, nuclear accidents, zombie apocalypse, floods, strikes, power blackouts, volcanic action, unusually severe weather conditions, and acts of hackers or third-party internet service providers.

28. Severability. If it turns out that a section of this Agreement is not enforceable, then that section will be removed or edited as little as necessary, and the rest of the Terms will still be valid.

29. Interpretation. The headers are provided only to make this agreement easier to read and understand and shall not be used to interpret this Agreement.

30. Amendments. Amendments or changes to these Terms won't be effective until we post revised Terms on the Licensor's website. Additional terms may apply to certain features of the Services (the "Additional Terms"). The Additional Terms will be considered incorporated into these Terms when you activate the feature. Where there's a conflict between these Terms and the Additional Terms, the Additional Terms will control.

31. Notices. Any notice to you will be effective when Licensor sends it to the last email or physical address you gave Licensor or posted on Licensor's website. Any notice to us will be effective when delivered to us.

32. Entire Agreement. These Terms, and any Additional Terms you've agreed to, make up the entire agreement and supersede all prior agreements, representations, and understandings in connection with the Services.