

TERMS AND CONDITIONS

A. CHANGES IN TERMS AND SERVICES:

1. **Change to Programming:** The Service consists of a variety of salon industry specific advertising programming. The Company reserves the right to change, rearrange, add, or delete programming, including canceling, moving or adding particular programming, at any time, with or without notice to the Customer. The Customer's continued use of the Service following any programming changes will constitute the Customer's acceptance of such changes.

B. USE OF SERVICE:

1. **Use of the Service:** The Service is provided only for the broadcast of content in the Customer's specific store location. The Customer may not reproduce, rebroadcast, or otherwise transmit our programming outside of the Services, or record, charge admission for watching. The Company or any of its programming providers may prosecute violations of the foregoing against the Customer and other responsible parties in any court of competent jurisdiction. The Customer also may not attempt to override or circumvent any of our usage rules, limitations, or security measures embedded into the Service or any Receiver. Each Receiver requires the purchase of at least one Subscription.

2. **Service Interruptions:** The Service may be unavailable or interrupted from time to time for a variety of reasons, such as environmental or topographic conditions, many of which the Company cannot control. The Service might also not be available in certain places or near other technologies. The Company is not responsible for any noise and/or interruptions of the Service due to lack of wifi strength or interruption of wifi service.

3. **Service Cancellation:** The Company reserves the right to cancel the Customer's Subscription at any time if the Customer fails to pay amounts owing to us when due, violates or breaches any of this Agreement, or for any other reason in our sole discretion. If the Customer's Subscription is cancelled, the Customer will still be responsible for payment of all outstanding balances accrued through the cancellation date, including any fees described herein.

4. **Advisory Nature of Services; User Responsibility; User Safety/Reliance;** It is the Customer's responsibility to exercise prudent discretion and observe all safety measures required by law and the Customer's own common sense in using the Service. All actions and judgments taken with respect to the Service are the Customer's sole responsibility. The Customer assumes the entire risk related to the Customer's use of the Service. The Company is not responsible for content that the Customer or anyone else may find inappropriate.

C. RECEIVERS AND OTHER EQUIPMENT:

1. **Authorized Suppliers:** The Customer may access and use the Service only with equipment authorized to receive the Service.

The Company obtains and installs the Receiver and the Customer shall be responsible for any related equipment, including antennas, adapters, adhesive devices or cables ("**Accessories**") the Customer may use to receive the Service. The Customer may purchase the Customer's Receiver, and any repairs, parts, installation or service, from the Company and the Receiver will be subject to the Company's return policy and warranty, if any. The Company is not liable for any damage to the Customer's personal or real property, including business property, resulting from installation or use of any Receiver. The Customer should consult the Owner's manual or the packaging for important information regarding warranties related to Receiver. If the Customer has any complaints about the Customer's Receiver, or installation, the Customer should direct them to AVideolink.com. Returns of Receivers are subject to Company's return policy.

2. **Loss of Receiver Equipment:** If the Customer's Receiver is lost, stolen, sold or otherwise transferred the Customer must cancel or suspend the Customer's Subscription or the Customer will remain responsible for the payment obligations for the Customer's Service under the terms of the Customer's Subscription.

3. **Right to Transfer a Subscription:** Subscriptions are generally transferable, and may be subject to the payment of a transfer fee set forth herein. All requests to transfer Customer's Subscriptions must be in writing.

D. INTELLECTUAL PROPERTY RIGHTS:

1. **Technology:** The Customer agrees not to copy, decompile, disassemble, reverse engineer, make derivative works of or manipulate any technology or data or content stored or incorporated in any equipment (including Receivers) used to receive the Service (collectively, "**Equipment Technology**"), or otherwise modify or tamper with, any such equipment. The Customer also agrees not to upload, post, transmit or otherwise make available any material that contains software viruses or any other computer code, files, or programs designed to interrupt, disable or limit the functionality of the Service. The Service is protected by intellectual property rights of the Company and third party content providers. Furthermore, the content streamed through the Service is protected by copyright and other intellectual property laws and all ownership rights remain with the respective content and data service providers. The Customer is prohibited from any export of the data (or derivative thereof) except in compliance with applicable export laws, rules and regulations.

2. **Content:** All music, programming, text, software (including source and object codes), data, information, visual, oral or other digital material, and all other content of any description included in the Service and/or in the Equipment Technology (collectively, the "**Content**"), and all worldwide copyrights, trademarks, service marks, patents, patent registration rights, trade secrets, know-how, database rights and all other rights in or relating to the Content (collectively, the "**Intellectual Property**") are owned by the Company or are the property of our licensors and suppliers who have given us permission to use it. Neither the Customer's access to and use of the Service nor does this Agreement grant the Customer any right, title or interest or license in or to any such

Content, and the Customer may not use such Content outside of the streaming content streaming through this Service without the express written permission of the owner(s). The Customer may not reproduce, perform, distribute, display or create derivative works from the Content. The Customer may only use the Content and the Intellectual Property, and use the Services the Company provides as expressly permitted in the Terms and Conditions of this Agreement and for no other purpose.

3. Trademarks: The AVideolink.com logo is a trademark, service mark or registered mark of AVideolink.com ("**Marks**"). Other trademarks, service marks, graphics, logos and domain names appearing on the Service may be the trademarks of third parties. Neither the Customer's access to nor the use of the Service grant the Customer any right, title or interest or license to reproduce or otherwise use the Marks or any third-party trademarks, service marks, graphics, logos or domain names. Any goodwill in the Marks generated as a result of the Customer's use of the Service will inure to our benefit. The Customer shall not at any time, nor shall the Customer assist others to, challenge our right, title, or interest in or to, or the validity of, the Marks or any other intellectual property rights of ours.

4. Copyright: If the Customer is authorized to act on behalf of a copyright owner, and any material streamed through the Service infringes on the rights of the owner, please notify us:

AVideolink
Attention: Legal Department
101 E. Kennedy Blvd. Suite 2800,
Tampa, FL 33602

To be effective, the Customer's notification must provide us with information that meets the requirements of the U.S. Copyright Act, which are summarized as follows:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- A detailed identification of the copyrighted work or works claimed to have been infringed;
- Information sufficient to permit us to locate the allegedly infringing material;
- Information sufficient to permit us to contact the Customer, such as an address, telephone number or email address;
- A statement that the Customer has a good faith belief that the use of the allegedly infringing material in the manner complained of is not authorized by the copyright owner, its agent or the law;
- The Customer's sworn statement that the information in the Customer's notification is accurate; and
- The Customer's sworn statement that the Customer is authorized to act on behalf of the copyright owner of the allegedly infringing material.

E. PAYMENT:

1. Changes in Fees: Our fees and other charges are subject to change without notice.

2. Change of Address or Account Information: The Customer must notify the Company immediately of any change in the Customer's name, billing address, service address, email address, telephone number, credit card or other account information.

3. Payments: All payments must be made in U.S. dollars. The Customer's outstanding balance is due in full each payment period. Undisputed portions of the Customer's account must be paid by the due date to avoid a late fee and possible deactivation of the Service. No "payment in full" notation or other restrictive endorsement written on the Customer payments will restrict our ability to collect all amounts owing to us. The Company expects the Customer to pay the Customer's account balance on time. If the Customer is delinquent in any payment to us, the Company reserves the right to suspend or terminate the Customer's Subscription, deactivate the Customer's Receiver and report any late payment or non-payment to credit reporting agencies. If the Customer's account is past due, and if the Company deactivates the Customer's Service, the Company will prorate the Customer's Subscription and amounts owed to the Company and will apply the Customer's pre-payments to past due amounts and any remaining credit to future obligations. THE COMPANY MAY RECEIVE UPDATED CREDIT CARD INFORMATION FROM THE CUSTOMER CREDIT CARD ISSUER. The Customer's credit card issuer may give the Customer the right to opt out of the update service.

4. Taxes: The Customer is responsible for all taxes or other government fees and charges, if any, which are assessed based on the Service address on the Customer's account. All amounts charged to the Customer's account, including fees and shipping charges for Receivers may be subject to tax, which will vary according to the Customer's billing or shipping address and applicable law.

5. Fees: The Company will charge the Customer one or more of the following fees, all of which are subject to change without notice:

- **Late Fee:** If the Company does not receive the Customer's payment by the billing due date, the Company may charge the Customer a late fee. The late fee is currently the lesser of (a) \$5.00 or (b) the maximum amount permitted under applicable law per month or partial month until the delinquent amount is paid in full, in each case, subject to applicable law. The Company does not extend credit to customers and the Customer acknowledges that this fee is not an interest charge, finance charge, or other charge of a similar nature and it is reasonably related to the actual expense the Company incurs due to unsatisfied payment and may be subject to limitations set forth by law in the Customer's state.

- **Returned Payment Fee:** If any bank or other financial institution refuses to honor any payment of the Customer's, the Company may charge the Customer a fee that is the lesser of (i) \$20.00 and (ii) the maximum amount permitted under applicable law. The Customer acknowledges that this fee is not an interest charge, finance charge, or other charge of a similar nature and it is reasonably related to the actual expense the Company incurs due to unsatisfied payment.
- **Processing/Invoice Fee:** If you elect to receive an invoice or you request an invoice, we may charge you an invoice administration fee for each invoice rendered, except where prohibited. The invoice administration fee is currently \$2.00 per invoice.
- **Cancellation Fee:** Cancellation fees may be applied. The Customer agrees to make payments in accordance with the terms of the promotion that the Customer accepted and agreed to, including payments of any early cancellation fees if the Customer terminates the Service prior to the end of any minimum commitment period.

The Company reserves the right to waive any of these fees, in whole or in part, at our discretion. The Company's failure to enforce any of these fees or any other provisions of this Agreement shall not be construed as a waiver of the right to assert any such terms on any future occasion.

6. Service Credits: If the credit is left on account, it will be automatically applied to the next charge. A Subscription the Customer gives up may be subject to early cancellation fees or nonrefundable prepayments. SERVICE CREDITS WILL BE HONORED IN THE FORM OF SERVICE FOR THE REMAINING LENGTH OF THE CREDIT.

F. DISCLAIMERS/LIMITATION OF LIABILITY:

1. Disclaimers: THE CUSTOMER UNDERSTANDS AND AGREES THAT THE CONTENT AND FUNCTIONALITY OF THE SERVICE, INCLUDING PROGRAMMING AND ON-AIR ADVERTISING, ARE PROVIDED "AS IS" AND "AS AVAILABLE." THE COMPANY AND ITS AFFILIATES MAKE NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, REGARDING THE SERVICE, THE RELIABILITY, PREDICTIVE VALUE, COMPLETENESS, TIMELINESS, RELIABILITY, OR ACCURACY OF THE INFORMATION CONTAINED WITHIN THE SERVICE, THE CUSTOMER'S RECEIVER OR OTHER EQUIPMENT, OUR TRANSMISSION, THE CUSTOMER'S RECEPTION, OR THAT THE CUSTOMER'S ACCESS TO OR THE CUSTOMER'S USE OF THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR TIMELY WITH ALL UPDATES. ALL SUCH WARRANTIES (INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT) ARE HEREBY DISCLAIMED.

THE CUSTOMER ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES SHOULD THE CUSTOMER MAKE DECISIONS BASED SOLELY OR IN PART ON CONTENT OR OTHER INFORMATION CONTAINED WITHIN THE SERVICE. NEITHER THE COMPANY NOR ITS AFFILIATES ASSUME ANY RESPONSIBILITY FOR ACCIDENTS, DAMAGES OR OTHER LOSSES RESULTING FROM OR ASSOCIATED WITH USE AND/OR MISUSE OF THE SERVICE.

2. Limitations of Liability: IN NO EVENT IS THE COMPANY OR ITS AFFILIATES LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOST PROFITS, OR LOSSES RELATING TO THE USE, LOSS OF USE OR DATA, OR PURCHASE OF ANY RECEIVER OR EQUIPMENT, OR THE CUSTOMER'S PURCHASE OR USE OF THE SERVICE WHETHER BASED ON NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, WHETHER ARISING OUT OF BREACH OF THIS AGREEMENT, TORT OR ANY OTHER CAUSE OF ACTION RELATING TO THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT.

IN NO EVENT WILL THE AGGREGATE OF EACH OF THE COMPANY OR ITS AFFILIATES' LIABILITY FOR ANY AND ALL OF THE CUSTOMER'S CLAIMS, OR ANY THIRD PARTY CLAIMS, AGAINST US AND OUR PROGRAMMING OR DATA SUPPLIERS, SERVICE PROVIDERS, MARKETING/DISTRIBUTION SOFTWARE OR INTERNET SUPPLIERS OR HARDWARE OR SOFTWARE MANUFACTURERS, OR SUPPLIERS, CONTRACTORS AND LICENSORS, OR INDEPENDENT SELLERS, ARISING OUT OF OR RELATED TO, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS PURSUANT TO THIS AGREEMENT OR BY THE NEGLIGENCE, ACTIVE OR PASSIVE, OF THE COMPANY OR ITS AFFILIATES, OR THE CUSTOMER ACCESS TO OR USE OF OR INABILITY TO USE THE SERVICE EXCEED THE PRICE PAID BY THE CUSTOMER TO THE COMPANY HEREUNDER FOR THE MOST RECENT SIX MONTHS OF SERVICE IMMEDIATELY PRIOR TO THE SPECIFIC EVENT WHICH GAVE RISE TO THE APPLICABLE DAMAGE OR LOSS. THE CUSTOMER AGREES THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK. THIS ALLOCATION OF RISK AND THE DISCLAIMER OF WARRANTIES HEREIN ARE REFLECTED IN OUR PRICES AND ARE A FUNDAMENTAL ELEMENT OF THIS AGREEMENT. THE CUSTOMER MAY HAVE GREATER RIGHTS THAN DESCRIBED ABOVE UNDER THE CUSTOMER'S STATE'S LAWS.

3. The Customer Risk: THE CUSTOMER AGREES THAT THE CUSTOMER'S ACCESS TO AND USE OF, OR INABILITY TO ACCESS OR USE THE SERVICE IS AT THE CUSTOMER'S SOLE RISK. THE CUSTOMER WILL NOT HOLD US, OUR PROGRAMMING OR DATA SUPPLIERS, SERVICE PROVIDERS, MARKETING/DISTRIBUTION, SOFTWARE OR

INTERNET SUPPLIERS, OR HARDWARE OR SOFTWARE MANUFACTURERS, OR SUPPLIERS, OR OUR CONTRACTORS OR LICENSORS, AS APPLICABLE, RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR LOST PROFITS RESULTING FROM THE CUSTOMER'S ACCESS TO OR USE OF, OR INTERRUPTIONS IN THE TRANSMISSION OR RECEPTION OF THE SERVICE, INCLUDING ANY DAMAGE TO ANY OF THE CUSTOMER'S COMPUTERS OR DATA, AND/OR ANY RECEIVER. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY PERSON SHALL CREATE A WARRANTY OR GUARANTEE IN ANY WAY WHATSOEVER RELATING TO THE SERVICE.

4. Third Parties: THE THIRD PARTY LINKS, SERVICES, GOODS, RESOURCES AND CONTENT AVAILABLE THROUGH THE SERVICE ARE NOT CONTROLLED BY US. ACCORDINGLY, THE COMPANY MAKES NO WARRANTIES REGARDING SUCH THIRD-PARTY SERVICES, GOODS, RESOURCES, AND CONTENT, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT. THE COMPANY WILL NOT BE LIABLE FOR THE CUSTOMER'S ACCESS TO, USE OF OR DOWNLOADING OF CONTENT AVAILABLE ON OR THROUGH, THE SERVICE. THE COMPANY IS NOT LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES OR LOSSES CAUSED BY THE CUSTOMER'S USE OF THIRD-PARTY WEBSITES.

5. State Law: SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR THE LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE DISCLAIMERS, WAIVERS AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO THE CUSTOMER.

6. Miscellaneous: UNLESS LIMITED OR MODIFIED BY APPLICABLE LAW, THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. OUR LICENSORS AND CONTRACTORS ARE INTENDED THIRD-PARTY BENEFICIARIES OF THESE DISCLAIMERS.

7. Indemnification: EXCEPT FOR WILLFUL MISCONDUCT ON THE PART OF THE COMPANY AND ITS AFFILIATES, THE CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TACEA PRODUCTION SERVICES, INC. AND/OR AVIDEOLINK.COM, ITS AFFILIATES, SUBSIDIARIES, SHAREHOLDERS, OFFICERS, AGENTS, EMPLOYEES, LICENSORS AND SERVICE PROVIDERS, ("INDEMNIFIED PARTIES") FROM ANY AND ALL CLAIMS, LIABILITY AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), WHETHER IN TORT, CONTRACT OR OTHERWISE, RELATING TO OR ARISING OUT OF THE CUSTOMER'S USE OF THE SERVICE AND ANY BREACH OF THIS AGREEMENT,

APPLICABLE LAW OR ANY RIGHT OF THE INDEMNIFIED PARTIES OR ANY THIRD PARTY. THIS INDEMNIFICATION OBLIGATION INCLUDES THE ACTS OR OMISSIONS OF ANYONE ACCESSING THE SERVICE USING THE CUSTOMER'S LOGIN ID, WITH OR WITHOUT THE CUSTOMER PERMISSION.

G. RESOLVING DISPUTES:

PLEASE READ THIS PROVISION OF THIS SECTION CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. BY AGREEING TO ARBITRATION, THE CUSTOMER IS HEREBY WAIVING THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR, OR A PANEL OF ARBITRATORS, INSTEAD OF A JUDGE OR JURY. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE (BY THEIR ACCEPTANCE OF THIS AGREEMENT, IN ACCESSING OR USING THE SERVICE) TO HAVE ANY DISPUTES RESOLVED THROUGH ARBITRATION.

In order to expedite and control the cost of disputes, the Customer agrees that any legal or equitable claim relating to the Service or the Customer's Subscription or this Agreement (a "**Claim**"), will be resolved as follows:

1. Informal Claim Resolution: To initiate an informal resolution to a Claim, the Customer must send a notice by first class United States mail to Avideolink, 4605 Orange Grove Way, Palm Harbor, Florida 34684 (a "**Notice**"). Neither of us may start a formal proceeding (except for Claims described in subsection 3 below) for at least sixty (60) days after one of us notifies the other of a Claim in writing. If the Company initiates a Claim, the Company will send our notice to the billing address on file with us.

2. Formal Resolution: If the Company cannot resolve a Claim informally, including any Claim between us, and any Claim by either of us against any agent, employee, successor, or assign of the other, including, to the full extent permitted by applicable law, third parties who are not party to this Agreement, whether related to this Agreement or otherwise, including past, present, and future Claims and disputes, and including any dispute as to the validity or applicability of this arbitration clause, then these Claims shall be resolved, upon election by either party, exclusively and finally by binding arbitration.

The party initiating arbitration must follow the rules and procedures of the American Arbitration Association ("AAA") in effect at the time the Claim is filed, and the parties agree that the arbitration shall be administered by the AAA. The Customer may obtain copies of the current rules, forms and instructions for initiating arbitration by contacting:

American Arbitration Association
Web site: www.adr.org
(800) 778-7879

This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act (“FAA”), and not by any state law concerning arbitration.

3. Small Claims: Instead of proceeding to arbitration, either the Customer or the Company has the option to pursue a Claim in small claims court (or the equivalent) so long as 1) the Claim remains in that court, and 2) is made solely on our behalf (if brought by us) or on the Customer behalf. However, if that Claim is transferred or appealed to a different court, the Company reserves its right to elect arbitration.

4. Cost Sharing. Whoever files the arbitration pays the initial filing fee. If the Company files, the Company will pay; if the Customer files, the Customer pays, unless the Customer gets a fee waiver under the applicable arbitration rules. If the Customer has paid the initial filing fee and the Customer prevails, the Company will reimburse the Customer for that fee. If there is a hearing, the Company will pay any fees of the arbitrator and arbitration firm for the first day of that hearing. All other fees will be allocated as provided by the rules of the arbitration firm and applicable law. In no event will the Customer be required to reimburse us for any arbitration filing, administrative, or hearing fees in an amount greater than what the Customer’s court costs would have been if the Claim had been resolved in a state court with jurisdiction. However, the Company will advance or reimburse the Customer’s fee if the arbitration firm or arbitrator determines there is good reason requiring us to do so, or if the Customer asks us and we determine there is good reason for doing so. Each party will bear the expense of that party’s attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.

5. Class Actions and Severability: If either party elects to resolve a claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority 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 the general public, other subscribers, or other persons similarly situated. No Claim submitted to arbitration is heard by a jury or may be brought as a private attorney general. The Customer does not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim submitted to arbitration (“**Class Action Waiver**”). The parties to this Agreement acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is non severable from this agreement to arbitrate Claims. ‘**Claim**’ does not include any challenge to the validity and effect of the Class Action Waiver, which must be decided by a court. The parties acknowledge and agree that under no circumstances will a class action be arbitrated. If any portion of this arbitration agreement or the Class Action Waiver is limited, voided or cannot be enforced, then the parties’ agreement to arbitrate

(except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver, that portion will be severed, and the rest of the arbitration agreement will continue to apply. If this entire agreement to arbitrate shall be null and void, then the parties agree that any actions shall be brought in the State or Federal courts of Florida.

6. Binding Effect: In the arbitration proceeding, the arbitrator must follow applicable law, and any award may be challenged, as set forth in the FAA. Any court with jurisdiction may enter judgment upon the arbitrator’s award. The arbitrator’s decision is final and binding on all parties and may be enforced in any federal or state court with jurisdiction.

H. MISCELLANEOUS:

1. Notices: Notices to the Customer will be deemed given when deposited in the mail or when sent by email. Notices may be included in statements or other communications to the Customer. The Company may also provide notice to the Customer by telephone, which will be deemed given when a message is left with the Customer, someone answering the telephone at the Customer’s residence or on an answering machine or voice mail system at the Customer’s phone number on record with us. The Customer’s notices to us will be deemed given when the Company receives them at the telephone number or, in writing at the address, set forth above at “CONTACT INFORMATION.”

2. Assignment of Account: The Company may assign the Customer’s account and all rights and/or obligations hereunder to any third party without notice for any purpose, including collection of unpaid amounts, in the event of an acquisition, corporate reorganization, merger or sale of substantially all of our assets to another entity. The Customer hereby consents to such assignment.

3. Termination: The Company may terminate the Customer’s right to use the Services at any time and without notice. The Company will terminate the Customer’s right to use the Services if the Customer violates the Terms and Conditions of this Agreement.

4. Full Agreement: These Terms and Conditions including the Customer Agreement constitute the entire agreement between us concerning the Customer’s access to and use of the Service and may be modified by the unilateral amendment of this Agreement and the posting by us of such amended version. No salesperson or other representative is authorized to change it for the Customer. If any provision is declared by a competent authority to be invalid, that provision will be deleted or modified to the extent necessary, and the rest of this Agreement will remain enforceable. Any specific terms that expressly or by their nature survive termination shall continue thereafter until fully performed. A waiver of any terms or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

5. Applicable Law: The interpretation and enforcement of this Agreement shall be governed by the rules and regulations of the State of Florida and other applicable federal laws.