

TERMS OF SERVICE
Revised: August 3, 2018

1. ACCEPTANCE OF TERMS

This service is owned and operated by Saltwater Projects, LLC or its affiliates, d/b/a Selfchat (“Selfchat”). Selfchat permits access to and use of the Selfchat platform, including the website at <https://www.selfchat.com> and any related Mobile Apps (as defined below) (collectively, the “Service”), subject to the terms and conditions in this Terms of Service (“TOS”). Selfchat may, at its discretion, update the TOS at any time. You can access and review the most current version of the TOS at the URL for this page or by clicking on the “Terms of Service” link within the Service or as otherwise made available by Selfchat.

PLEASE REVIEW THE TOS CAREFULLY. BY REGISTERING FOR AN ACCOUNT OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THE TOS, INCLUDING ANY UPDATES OR REVISIONS POSTED HERE OR OTHERWISE COMMUNICATED TO YOU. IF YOU ARE ENTERING INTO THE TOS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED AND LAWFULLY ABLE TO BIND SUCH ENTITY TO THE TOS, IN WHICH CASE THE TERM “YOU” SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THE TOS, YOU MAY NOT ACCESS OR USE THE SERVICE.

THE TOS REQUIRES FINAL AND BINDING ARBITRATION TO RESOLVE ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THE TOS OR YOUR ACCESS TO OR USE OF THE SERVICE, INCLUDING THE VALIDITY, APPLICABILITY OR INTERPRETATION OF THE TOS (EACH, A “CLAIM”), AND YOU AGREE THAT ANY SUCH CLAIM SHALL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION OR OTHER SIMILAR PROCESS (INCLUDING ARBITRATION). PLEASE REVIEW SECTION 19 CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE RESOLUTION OF ANY CLAIM.

You represent and warrant that you are: (i) over eighteen (18) years of age or the age of majority in your jurisdiction, whichever is greater; (ii) of legal age to form a binding contract; and (iii) not a person barred from using the Service under the laws of your country of residence or any other applicable jurisdiction.

2. PRIVACY POLICY

In addition to the TOS, the Selfchat [Privacy Policy](https://www.selfchat.com/privacy) at <https://www.selfchat.com/privacy> applies to your access to and use of the Service.

3. GRANT OF RIGHTS

(a) Selfchat grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and view pages within the Service.

(b) To the extent that the Service provides access to any online software, applications or other similar components, Selfchat grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use such components only in the form within the online platform provided by Selfchat.

(c) Selfchat may make available mobile apps for access to and use of certain components of the Service (collectively, “Mobile Apps”). Your access to and use of Mobile Apps is subject to the applicable end user license agreement for each app.

(d) All rights granted to you under this TOS are subject to and conditioned on your compliance with the TOS in all material respects and may only be exercised by you for your personal, non-commercial use or internal business purposes. Your access to and use of the Service must further comply in all material respects with any usage guidelines posted by Selfchat.

4. REGISTRATION

(a) You may browse the Service without registering, but some features may not be accessible unless you register. In registering for the Service, you agree to: (i) provide true, accurate, current and complete information about yourself as prompted by the Service’s registration form (the “Registration Data”); and (ii)

maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Selfchat reasonably suspects that you have done so, Selfchat may suspend or terminate your account.

(b) You may not share your account or password with anyone. You are fully responsible for all activities that occur under your account. You agree to notify Selfchat immediately of any unauthorized use of your account or password or any other similar breach of security.

(c) If your account remains inactive for three months or longer, Selfchat reserves the right to suspend or terminate your account, with or without notice to you, and delete your Content (as defined in Section 6(a)), all without liability to you.

5. FEES

(a) The Service is provided with full functionality for the first 10 days; however, certain premium features of the Service require a payment of fees for access ("Subscription") after the first 10 days. If such fees are not paid, you will lose access to the premium features. The applicable order page for a Subscription displayed to you during the ordering process ("Order Page") sets forth the business terms for the Subscription, such as fees and duration of access. The Subscription may be on a per month or annual duration, which will automatically renew for the same duration at the end of each term, unless you turn off auto-renewal under the Service settings at least twenty-four (24) hours before the conclusion of the then-current term. Your Subscription is subject to the terms of the applicable Order Page and this TOS. Prior to commencement of any Subscription, you shall pay the fees set at the point of sale for that Subscription.

(b) Any and all amounts payable by you under the TOS are exclusive of any sales, use, value-added, excise or other similar taxes (collectively, "Taxes"). You are solely responsible for paying all applicable Taxes. If Selfchat has the legal obligation to collect any Taxes, you shall reimburse Selfchat upon invoice.

6. RESPONSIBILITY FOR CONTENT

(a) You acknowledge and agree that all information, data, data records, databases, text, software, music, sounds, photographs, images, graphics, videos, messages, scripts, tags and other materials accessible through the Service, whether publicly posted or privately transmitted ("Content"), are the sole responsibility of the person from whom such Content originated. This means that you, and not Selfchat, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available through the Service ("Your Content"), and other users of the Service, and not Selfchat, are similarly responsible for all Content they upload, post, email, transmit or otherwise make available through the Service ("User Content").

(b) You acknowledge and agree that Selfchat has no obligation to pre-screen Content (including Your Content and User Content), although Selfchat reserves the right in its sole discretion to pre-screen, refuse or remove any Content. Without limiting the generality of the foregoing sentence, Selfchat shall have the right to remove any Content that violates the TOS or that it deems objectionable.

(c) To the extent that you submit any Content, you represent and warrant that: (i) you have all necessary right and authority to grant the rights set forth in the TOS with respect to Your Content; and (ii) Your Content does not violate any duty of confidentiality owed to another party, or the copyright, trademark, right of privacy, right of publicity or any other right of any other party.

7. RIGHTS TO CONTENT

(a) Selfchat does not claim ownership of Your Content. However, you grant Selfchat and its service providers a perpetual, irrevocable, worldwide, royalty-free, fully-paid-up, non-exclusive, sublicensable, transferable license to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make and have made Your Content (in any form and any medium, whether now known or later developed) as necessary to provide the Service or as otherwise permitted by law. You acknowledge and agree that the technical processing and transmission of data associated with the Service, including Your Content, may require: (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

(b) Except with respect to Your Content, you acknowledge and agree that, as between you and Selfchat, Selfchat owns all rights, title and interest (including all intellectual property rights) in the Service and all Content and other materials within the Service. The Service is protected by U.S. and international copyright and other intellectual property laws and treaties. Selfchat reserves all rights not expressly granted to you.

(c) Except with respect to Your Content, you may not: (i) use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make, have made, assign, pledge, transfer or otherwise grant rights to the Service, except as expressly permitted under the TOS; (ii) reverse engineer, disassemble, decompile or translate, or otherwise attempt to derive the source code, architectural framework or data records of any software within or associated with the Service; (iii) frame or utilize any framing technique to enclose any Content; (iv) access the Service for the purpose of developing, marketing, selling or distributing any product or service that competes with or includes features substantially similar to the Service or any products or services offered by Selfchat; (v) rent, lease, lend, sell or sublicense the Service or otherwise provide access to the Service as part of a service bureau or similar fee-for-service purpose; or (vi) remove or obscure any proprietary notice that appears within the Service.

8. USER CONDUCT

In connection with your access to or use of the Service, you shall not:

(a) upload, post, email, transmit or otherwise make available any Content that: (i) is illegal, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful or otherwise objectionable; (ii) may not be made available under any law or under contractual or fiduciary relationships (such as confidential or proprietary information learned as part of an employment relationship or under a non-disclosure agreement); (iii) infringes any patent, trademark, trade secret, copyright or other proprietary right of any party; (iv) consists of unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, commercial electronic messages or any other form of solicitation; (v) contains software viruses or any other code, files or programs designed to interrupt, destroy or limit the functionality of any software or hardware; or (vi) consists of information that you know or have reason to know is false or inaccurate.

(b) impersonate any person or entity, including Selfchat personnel, or falsely state or otherwise misrepresent your affiliation with any person or entity;

(c) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;

(d) act in a manner that negatively affects the ability of other users to access or use the Service;

(e) take any action that imposes an unreasonable or disproportionately heavy load on the Service or its infrastructure;

(f) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

(g) use spiders, crawlers, robots, scrapers, automated tools or any other similar means to access the Service; substantially download, reproduce or archive any portion of the Service;

(h) sell, share, transfer, trade, loan or exploit for any commercial purpose any portion of the Service, including your user account and password; or

(i) violate any applicable local, state, provincial, federal or international law or regulation.

9. INFORMATIONAL OR ENTERTAINMENT USE ONLY

All Content presented by Selfchat through the Service is for informational or entertainment use only. The Content is not intended to be and should not be interpreted as a recommendation for a specific treatment plan, course of action, or other medical, psychological or healthcare advice. Your use of the Service does not create a doctor-patient relationship. THE SERVICE DOES NOT OFFER MEDICAL, PSYCHOLOGICAL OR HEALTHCARE ADVICE, AND NOTHING CONTAINED IN THE SERVICE IS INTENDED TO SERVE AS PROFESSIONAL ADVICE FOR MEDICAL,

PSYCHOLOGICAL OR HEALTHCARE DIAGNOSIS OR TREATMENT. You should not use the Service to diagnose a medical, psychological or healthcare disease or problem. Use of the Service does not replace medical, psychological or healthcare consultations with a qualified professional to meet your needs or those of others. Do not disregard the advice of any such professional, or delay in seeking such advice, because of any information you obtain through Service.

10. SUGGESTIONS

If you elect to provide or make available to Selfchat any suggestions, comments, ideas, improvements or other feedback relating to the Service ("Suggestions"), Selfchat shall be free to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make, have made, assign, pledge, transfer or otherwise grant rights in your Suggestions in any form and any medium (whether now known or later developed), without credit or compensation to you.

11. DEALINGS WITH ADVERTISERS AND OTHER THIRD PARTIES

Your dealings with advertisers and other third parties who market, sell, buy or offer to sell or buy any goods or services on the Service, including payment for and delivery of such goods or services and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the advertiser or other third party. You agree that Selfchat shall not be liable for any damage or loss of any kind incurred as a result of any such dealings.

12. LINKS AND EXTERNAL MATERIALS

The Service or users of the Service may provide links or other connections to other websites or resources. You acknowledge and agree that Selfchat does not endorse and is not responsible for any content, advertising, products, services or other materials on or available through such sites or resources ("External Materials"). External Materials are subject to different terms of use and privacy policies. You are responsible for reviewing and complying with such terms of use and privacy policies. You further acknowledge and agree that Selfchat shall not be liable for any damage or loss resulting from or arising out of use of or reliance on any External Materials.

13. MODIFICATIONS TO THE SERVICE

Selfchat reserves the right at any time to modify or discontinue the Service (or any portion thereof) with or without notice, and Selfchat shall not be liable to you or any third party for any such modification or discontinuance; provided, however, that in the event of discontinuance, you shall be entitled to receive a pro-rated refund for the unused portion of any active Subscription.

14. INDEMNIFICATION

You shall indemnify, defend and hold Selfchat and its affiliates, and each of their officers, directors, employees, agents, partners and licensors (collectively, "Selfchat Parties") harmless from and against any claim, demand, loss, damage, cost, liability and expense, including reasonable attorneys' fees, resulting from or arising out of: (a) Your Content; (b) your violation of the TOU, any law or regulation, or any rights (including intellectual property rights) of another party; or (c) your use of the Service.

15. DISCLAIMER OF WARRANTIES

(a) YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELFCHAT PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR ARISING FROM STATUTE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

(b) SELFCHAT PARTIES MAKE NO WARRANTY OR REPRESENTATION THAT: (i) THE SERVICE WILL MEET YOUR REQUIREMENTS; (ii) ACCESS TO THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (iii) THE INFORMATION AND ANY RESULTS THAT MAY BE OBTAINED FROM ACCESS TO OR USE OF THE SERVICE WILL BE ACCURATE, RELIABLE, CURRENT OR COMPLETE.

(c) ALL CONTENT MADE AVAILABLE THROUGH THE SERVICE IS MADE AVAILABLE FOR INFORMATIONAL PURPOSES ONLY. YOU ARE SOLELY RESPONSIBLE FOR CONFIRMING THE ACCURACY OF ALL INFORMATION BEFORE TAKING OR OMITTING ANY ACTION.

16. LIMITATION OF LIABILITY

(a) SELFCHAT PARTIES SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR COST OF COVER, OR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS OR FINANCIAL LOSS, EVEN IF SELFCHAT PARTIES HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. IN NO EVENT SHALL SELFCHAT PARTIES' TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATING TO THE TOS OR YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE SERVICE EXCEED THE AMOUNT PAID BY YOU TO SELFCHAT FOR ACCESS TO THE SERVICE WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM AROSE.

(b) CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

17. SUSPENSION AND TERMINATION

(a) If you violate the TOS, Selfchat may, with or without notice to you, immediately suspend your access to the Service, and such suspension shall remain in effect until you have remedied all violations. You shall not be entitled to any refund with respect to any period of suspension.

(b) With respect to your access to portions of the Service that do not require a Subscription, if you violate the TOS, all rights granted to you under the TOS shall terminate immediately, with or without notice to you.

(c) A Subscription may be terminated by either party upon a material breach of the TOS by the other party if such breach is not cured within ten (10) days after written notice to the other party of such breach.

(d) Upon termination of the TOS or any Subscription for any reason: (i) Selfchat, in its sole discretion, may remove and discard Your Content; and (ii) any provision that, by its terms, is intended to survive the expiration or termination of this TOS or any Subscription shall survive such expiration or termination.

18. GOVERNING LAW

The TOS shall be governed by and construed and enforced in accordance with the United States Federal Arbitration Act, other applicable federal laws and the laws of the State of California, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to the TOS.

19. BINDING ARBITRATION AND CLASS ACTION WAIVER

(a) ALL CLAIMS (AS DEFINED IN SECTION 1) SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION RATHER THAN IN COURT, EXCEPT THAT YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT (DEFINED FOR THE PURPOSES OF THE TOS AS A COURT OF LIMITED JURISDICTION THAT MAY ONLY HEAR CLAIMS NOT EXCEEDING \$5,000) IF YOUR CLAIMS ARE WITHIN THE COURT'S JURISDICTION. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED.

(b) The arbitration shall be conducted by the American Arbitration Association (AAA) under its then-applicable Commercial Arbitration Rules or, as appropriate, its Consumer Arbitration Rules. The AAA's rules are available at <http://www.adr.org/>. Payment of all filing, administration and arbitrator fees shall be governed by the AAA's rules. The arbitration shall be conducted in the English language by a single independent and neutral arbitrator. For any hearing conducted in person as part of the arbitration, you agree that such hearing shall be conducted in San Francisco, California or, if the Consumer Arbitration Rules apply, another location reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances, as

determined by the arbitrator. The decision of the arbitrator shall be final and binding. Judgment on the arbitral award may be entered in any court of competent jurisdiction.

(c) WE EACH AGREE THAT ALL CLAIMS (AS DEFINED IN SECTION 1) SHALL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION OR OTHER SIMILAR PROCESS (INCLUDING ARBITRATION). IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE THAT SUCH CLAIM SHALL BE BROUGHT ONLY IN A COURT OF COMPETENT JURISDICTION IN SAN FRANCISCO, CALIFORNIA. YOU HEREBY SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS AND WAIVE ANY OBJECTION ON THE GROUNDS OF VENUE, FORUM *NON-CONVENIENS* OR ANY SIMILAR GROUNDS WITH RESPECT TO ANY SUCH CLAIM.

(d) Notwithstanding anything to the contrary, you and Selfchat may seek injunctive relief and any other equitable remedies from any court of competent jurisdiction to protect its intellectual property rights, whether in aid of, pending or independently of the resolution of any dispute pursuant to the arbitration procedures set forth in this Section 19.

(e) If Selfchat implements any material change to this Section 19, such change shall not apply to any claim for which you provided written notice to Selfchat before the implementation of the change.

20. LEGAL COMPLIANCE

You represent and warrant that you are not: (a) located in a country that is subject to a U.S. Government embargo, or designated by the U.S. Government as a “terrorist supporting” country; and (b) listed on any U.S. Government list of prohibited or restricted parties, including the Specially Designated Nationals List.

21. U.S. GOVERNMENT ENTITIES

This section applies to access to or use of the Service by a branch or agency of the United States Government. The Service includes “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212 and qualifies as “commercial items” as defined in 48 C.F.R. 2.101. Such items are provided to the United States Government: (a) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (b) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 227.7202-3. The United States Government shall acquire only those rights set forth in the TOS with respect to the such items, and any access to or use of the Service by the United States Government constitutes: (i) agreement by the United States Government that that such items are “commercial computer software” and “commercial computer software documentation” as defined in this section; and (ii) acceptance of the rights and obligations herein.

22. NO THIRD-PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in the TOS, there shall be no third-party beneficiaries to the TOS.

23. PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

If you believe that your work has been made available through the Service in a way that constitutes copyright infringement, please provide Selfchat’s Agent for Notice of Copyright Claims the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) a description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) a description of the material that you claim is infringing and where that material may be accessed within the Service; (d) your address, telephone number and email address; (e) a statement by you that you have 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; and (f) a statement from you that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Selfchat’s Agent for Notice of Copyright Claims can be reached as follows:

Agent for Notice of Copyright Claims
35 Miller Ave, #332

Mill Valley, CA 94941
Phone: 1-800-944-4839
Email: copyright@selfchat.com

24. CALIFORNIA USERS & RESIDENTS

In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting such unit in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

25. GENERAL PROVISIONS

The TOS constitutes the entire agreement between you and Selfchat concerning your access to and use of the Service. It supersedes all prior and contemporaneous oral or written negotiations and agreements between you and Selfchat with respect to such subject matter. In the event of any conflict between or among the TOS and any end user license agreement, privacy policy or usage guidelines to which the TOS refers, the terms and conditions of the TOS shall take precedence and govern. The TOS may not be amended by you except in a writing executed by you and an authorized representative of Selfchat. For the purposes of the TOS, the words “such as,” “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation.” You may not assign or delegate any right or obligation under the TOS without the prior written consent of Selfchat. The failure of Selfchat to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of this TOS is held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, without in any way affecting the remaining parts of the TOS. Any prevention of or delay in performance by Selfchat hereunder due to labor disputes, acts of god, governmental restrictions, enemy or hostile governmental action, fire or other casualty or other causes beyond its reasonable control shall excuse the performance of its obligations for a period equal to the duration of any such prevention or delay.

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