

Terms of Service

Last Updated December 13, 2017.

IMPORTANT NOTICE: DISPUTES ABOUT THESE TERMS AND THE SERVICES PROVIDED BY CLEARPATH ARE SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN THE "MANDATORY ARBITRATION AND CLASS ACTION WAIVER" SECTION BELOW.

These User Terms of Service (the "Terms") create a legal agreement between you (a "User") and Clearpath EPM / EPM Strategies LLC, and Clearpath Alerts, LLC ("Clearpath," "we," "our"). These Terms govern your use of the services, software and websites (together, the "Services") provided by Clearpath. By accessing or using the Services, you acknowledge and agree that you have read, understand, and agree to be bound by these Terms, our [Acceptable Use Policy](#), and our [Privacy & Data Protection Policy](#). If you do not agree to these Terms, then you have no right to access or use the Services. Organizations or other third parties that have paid for a subscription to Clearpath for use by their team ("Customers") must separately agree to our [Master Subscription Agreement](#) or enter into a written agreement with us (in either case, "Subscriber Agreement"). That Subscriber Agreement permits Customers to create and configure teams and invite others ("End Users") to join. If you have been invited to a team created by a Customer, you acknowledge and agree that the Customer owns all content that you submit or upload to the Services and controls your use of the Services in accordance with applicable local laws, including but not limited to adding or removing you from a team, enabling or disabling third-party integrations, managing permissions, and accessing, modifying, or removing content that you submit or upload to the Services. We may, from time to time, modify these Terms. Please check this page periodically for updates. If you do not agree to, or cannot comply with, the modified Terms, you must stop using the Services. The updated Terms will take effect upon their posting and will apply on a going-forward basis, unless otherwise provided in a notice to you, and except as provided in the Mandatory Arbitration and Class Action Waiver section of these Terms. Your continued use of the Services after any such update constitutes your binding acceptance of such changes.

1. ELIGIBILITY AND SCOPE

1.1 Eligibility. To use the Services you must be, and represent and warrant that you are competent to agree to these Terms. If you are agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity's behalf and bind them to these Terms (in which case, the references to "you" and "your" in these Terms, except for in this sentence, refer to that organization or entity). If Clearpath has previously prohibited you from accessing or using the Services, you are not permitted to access or use the Services.

1.2 Use Outside the United States of America. The Services are controlled and operated by Clearpath from its offices in the United States of America. Clearpath makes no representations that the Services are appropriate for use in other locations. Those who access or use the Services from other locations do so at their own risk and are responsible for compliance with local law.

2. ACCOUNT REGISTRATION AND USE

2.1 Account Registration and Confidentiality. To access the Services, you must register for a Clearpath account by providing an email address and creating a password, and providing us with other information that we request. You agree to provide us with accurate, complete, and current registration information about yourself. It is your responsibility to ensure that your password remains confidential and secure. By registering, you agree that you are fully responsible for all activities that occur under your user name and password. We may assume that any communications we receive under your account have been made by you.

2.2 Unauthorized Account Use. You are responsible for notifying us at terms-questions@Clearpathalerts.com if you become aware of any unauthorized use of or access to your account. You understand and agree that we may require you to provide information that may be used to confirm your identity and help ensure the security of your account. Clearpath will not be liable for any loss, damages, liability, expenses or attorneys' fees that you may incur as a result of someone else using your password or account, either with or without your knowledge and/or authorization, and regardless of whether you have or have not advised us of such unauthorized use. You will be liable for losses, damages, liability, expenses and attorneys' fees incurred by Clearpath or a third party due to someone else using your account.

3. OUR PROPRIETARY RIGHTS

The Services are owned and operated by Clearpath and contain materials (including all software, design, text, editorial materials, informational text, photographs, illustrations, audio clips, video clips, artwork and other graphic materials, and names, logos, trademarks and services marks) which are derived in whole or in part from materials supplied by Clearpath and its partners, as well as other sources, and is protected by United States copyright laws, international treaty provisions, trademarks, service marks and other intellectual property laws. The Services are also protected as a collective work or compilation under U.S. copyright and other law and treaties. You agree to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions that may be contained in the Services. You acknowledge that the Services have been developed, compiled, prepared, revised, selected, and arranged by Clearpath and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitute valuable intellectual property of Clearpath and such others. You agree to protect the proprietary

rights of Clearpath and all others having rights in the Services during and after the term of these Terms and to comply with all reasonable written requests made by Clearpath or its suppliers and licensors (collectively, "Suppliers") of content or otherwise to protect their and others' contractual, statutory, and common law rights in the Services. You agree to notify Clearpath immediately upon becoming aware of any claim that the Services infringe upon any copyright, trademark, or other contractual, statutory, or common law rights. All present and future rights in and to trade secrets, patents, copyrights, trademarks, service marks, know-how, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including without limitation rights in and to all applications and registrations relating to the Services shall, as between you and Clearpath, at all times be and remain the sole and exclusive property of Clearpath. Any unauthorized use of any material contained on or through the Services may violate copyright laws, trademark laws, the laws of privacy and publicity and communications regulations and statutes.

4. USER CONTENT AND SUBMISSIONS

4.1 User Content and Submissions. The Services allow you to submit associated information, text, files, and other materials (collectively, "User Content") and to share that User Content with others. User Content submitted or otherwise made available ("submitted") to the Services is subject to the following terms:

4.1.1 End User Content. Content submitted to the Services by End Users of Customer accounts ("End User Content") is owned and controlled by the Customer as set forth in the introduction to these Terms and the Subscriber Agreement. Clearpath maintains a limited, non-exclusive and non-transferrable (except in connection with the sale or transfer of its business) license to access, use, copy, reproduce, process, adapt, publish, transmit and display End User Content for the limited purposes of (i) providing the Services and associated Customer and End User support; (ii) displaying the End User Content to the Customer and other End Users; and (iii) analyzing and improving the Services.

4.2 User Content Representations. You acknowledge and agree that you have all required rights to submit User Content without violation of any third-party rights. You understand that Clearpath does not control, and is not responsible for, User Content, and that by using the Services, you may be exposed to User Content from other users that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. Please also note that User Content may contain typographical errors, other inadvertent errors or inaccuracies. You agree that you will indemnify, defend, and hold harmless Clearpath for all claims resulting from User Content you post. We reserve the right, at our own expense, to assume the exclusive defense and control of such disputes, and in any event you will cooperate with us in asserting any available defenses.

5. LICENSE AND ACCEPTABLE USE

5.1 Your License. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-sublicensable, non-transferable, and revocable right to access and use the Services only for your own internal, personal, or non-commercial use, and only in a manner that complies with all legal requirements that apply to you or your use of the Services, including the [Clearpath Privacy Policy](#), these Terms, and if applicable, the [Subscriber Agreement](#). Clearpath may revoke this license at any time, in its sole discretion. Upon any such revocation, you must promptly destroy all materials downloaded or otherwise obtained from the Services, as well as all copies of such materials, whether made in accordance with these Terms or otherwise.

5.2 Acceptable Use. Your use of Clearpath services must comply at all times with our [Acceptable Use Policy](#).

5.3 Violations. In addition to any other remedies that may be available to us, Clearpath reserves the right to immediately suspend or terminate your account or your access to the Services upon notice and without liability for Clearpath should you fail to abide by the terms of this Section 5. If you are an End User, Clearpath reserves the right to notify the Customer account owner of any violations of this Section 5, and the Customer retains the right to terminate your access to the Customer's account for any reason.

6. LEGAL COMPLIANCE

You acknowledge, consent, and agree that Clearpath may access, preserve, and disclose your information and/or any User Content you submit to the Services if required to do so by law or in a good faith belief that such access, preservation, or disclosure is permitted by Clearpath's [Privacy & Data Protection Policy](#) or reasonably necessary or appropriate for any of the following reasons: (1) to comply with legal process; (2) to enforce these Terms, our [Privacy & Data Protection Policy](#), or other contracts with you, including investigation of potential violations thereof; (3) to respond to claims that any content violates the rights of third parties; (4) to respond to your requests for customer service; and/or (5) to protect the rights, property, or personal safety of Clearpath, its agents and affiliates, its users, and the public. This includes exchanging information with other companies and organizations for fraud protection, and spam/malware prevention, and similar purposes.

7. PRIVACY

For information about how we collect, use, and share the data we collect from and about you, please see our [Privacy & Data Protection Policy](#) which is incorporated by reference into these Terms.

8. WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY

THE SERVICES AND ITS CONTENTS, WHETHER PROVIDED BY CLEARPATH, ITS LICENSORS, ITS VENDORS OR ITS USERS, AND OTHER INFORMATION ON OR ACCESSIBLE FROM THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY, REPRESENTATION, CONDITION, OR GUARANTEE OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ALL OF WHICH ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. SPECIFICALLY, BUT WITHOUT LIMITATION, CLEARPATH DOES NOT WARRANT THAT: (i) THE INFORMATION AVAILABLE ON THE SERVICES IS FREE OF ERRORS; (ii) THE FUNCTIONS OR FEATURES (INCLUDING BUT NOT LIMITED TO MECHANISMS FOR THE DOWNLOADING AND UPLOADING OF CONTENT, AND THE DUESS, PICTURE AND VIDEO CAPTURE FUNCTIONS) WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS; (iii) DEFECTS WILL BE CORRECTED, OR (iv) THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IN NO EVENT SHALL CLEARPATH OR ITS AFFILIATES, LICENSORS, VENDORS, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR OTHER REPRESENTATIVES BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, OR COSTS OF OBTAINING SUBSTITUTE GOODS OR SERVICES), ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, ANY MATERIALS, INFORMATION, OR RECOMMENDATIONS APPEARING ON THE SERVICES, OR ANY LINK PROVIDED ON THE SERVICES, WHETHER OR NOT CLEARPATH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, VIOLATION OF STATUTE, OR OTHERWISE. THIS EXCLUSION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. IN ANY EVENT, OUR AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNT PAID FOR THE PRODUCT OR SERVICE TO WHICH THE CLAIM RELATES OR, IF THE CLAIM DOES NOT RELATE TO A PRODUCT OR SERVICE, \$100. CLEARPATH DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY WEBSITE FEATURED OR LINKED TO THROUGH THE SERVICES, AND CLEARPATH WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. CLEARPATH WILL NOT BE LIABLE FOR THE OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY. YOU VOLUNTARILY ASSUME THE RISK OF HARM OR DAMAGE FROM THE FOREGOING. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND TO THE FULLEST EXTENT PERMITTED BY LAW. If you are a California resident, you hereby waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." This release includes the criminal acts of others.

9. EXCLUSIONS AND LIMITATIONS

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages such as above in Section 8. Accordingly, some of the above limitations may not apply to you. If you are a New Jersey resident, or a resident of another state that permits the exclusion of these warranties and liabilities, then the limitations in Section 8 specifically do apply to you.

10. INDEMNITY

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD CLEARPATH AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, SHAREHOLDERS, OR REPRESENTATIVES (AND ALL SUCCESSORS AND ASSIGNS OF ANY OF THE FOREGOING), HARMLESS FROM AND AGAINST ANY CLAIM OR DEMAND, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS, MADE BY ANY THIRD PARTY IN CONNECTION WITH OR ARISING OUT OF YOUR USE OF THE SERVICES, YOUR CONNECTION TO THE SERVICES, YOUR VIOLATION OF THE TERMS OR CLEARPATH PRIVACY POLICY, YOUR VIOLATION OF AN APPLICABLE LAW, YOUR SUBMISSION, POSTING, OR TRANSMISSION OF USER CONTENT TO THE SERVICES, AND/OR YOUR VIOLATION OF ANY RIGHTS OF ANOTHER. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF SUCH DISPUTES, AND IN ANY EVENT YOU WILL COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES.

11. THIRD-PARTY LINKS AND SERVICES

The Services may provide (1) information and content provided by third parties; (2) links to third-party websites or resources, such as sellers of goods and services; and (3) third-party products and services for sale directly to you. Clearpath is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for (i) any content, advertising, products, or other materials on or available from such sites or resources, (ii) any errors or omissions in these websites or resources, or (iii) any information handling practices or other business practices of the operators of such sites or resources. You further acknowledge and agree that Clearpath shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any linked sites or resources. Your interactions with such third parties will be governed by the third parties' own terms of service and privacy policies, and any other similar terms.

12. MODIFICATION AND TERMINATION

12.1 Modification of Services. Clearpath reserves the right at any time to modify or discontinue, temporarily or permanently, the Services (or any part thereof), with or without notice. You agree that Clearpath shall not be liable to you or any third party for any modification, suspension or discontinuance of the Services.

12.2 Termination. These Terms are effective unless and until terminated by you or us. We may, in our sole and absolute discretion, deny you access to all or part of the Services at any time for any or no reason at all, with or without notice to you. If we terminate your right to access the Services, these Terms will terminate and all rights you have to access the Services will immediately terminate; however, certain provisions of these Terms will still apply post termination, including without limitation, the Mandatory Arbitration and Class Action Waiver provisions. Termination of your account may also include, at Clearpath's sole discretion, the deletion of your account and/or User Content.

13. MANDATORY ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

13.1 Application. You and Clearpath agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. This Section 13 is intended to be interpreted broadly and governs any and all disputes between us including but not limited to claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before these Terms or any prior agreement (including, but not limited to, claims related to advertising); and claims that may arise after the termination of these Terms. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property and small court claims, as provided below.

13.2. Initial Dispute Resolution. Most disputes can be resolved without resort to arbitration. If you have any dispute with us, you agree that before taking any formal action, you will contact us at dispute-notice@clearpathalerts.com and provide a brief, written description of the dispute and your contact information (including your username, if your dispute relates to an account). Except for intellectual property and small claims court claims, the parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with Clearpath, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

13.3 Binding Arbitration. If the parties do not reach an agreed-upon solution within a period of thirty (30) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration as the sole means to resolve claims, (except as provided in section 13.7 below) subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms (including the Terms' formation, performance, and breach), the parties' relationship with each other, and/or your use of Clearpath shall be finally settled by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules. The AAA rules will govern payment of all arbitration fees.

13.4 Arbitrator's Powers. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms including but not limited to any claim that all or any part of these Terms is void or voidable, whether a claim is subject to arbitration, or the question of waiver by litigation conduct. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

13.5 Filing a Demand. To start an arbitration, you must do the following: (a) Write a Demand for Arbitration ("Demand") that (i) briefly explains the dispute, (ii) lists your and Clearpath's names and addresses, (iii) specify the amount of money in dispute, if applicable, (iv) identify the requested location for a hearing if an in-person hearing is requested, and (v) state what you want in the dispute; (b) Send one copy of the Demand to the AAA, along with a copy of these Terms and the filing fee required by the AAA; and (c) Send one copy of the Demand for Arbitration to us at dispute-notice@clearpathalerts.com.

The parties understand that, absent this mandatory arbitration provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. If you are a resident of the United States, arbitration may take place in the county where you reside at the time of filing, unless you and we both agree to another location or telephonic arbitration. For individuals residing outside the United States, arbitration shall be initiated in Broward County, Florida, United States, and you and Clearpath agree to submit to the personal jurisdiction of any federal or state court in Broward County, Florida, United States, in order to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

13.6 Class Action Waiver. The parties further agree that the arbitration shall be conducted in the party's respective individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND CLEARPATH AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

13.7 Exception: Litigation of Intellectual Property and Small Claims Court Claims. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in state or federal court with jurisdiction or in the U.S. Patent and Trademark Office to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in small claims court in Broward County, Florida for disputes or claims within the scope of that court's jurisdiction.

13.8 30-Day Right to Opt Out. You have the right to opt out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt out to dispute-notice@Clearpath.com with the subject line, "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT." The notice must be sent within the later of 30 days of your first use of the Site or within 30 days of changes to this section being announced on the Site. Otherwise you shall be bound to arbitrate disputes in accordance with the terms of these paragraphs. If you opt out of these arbitration provisions, Clearpath also will not be bound by them.

13.9 Changes to This Section. Clearpath will provide thirty (30) days' notice of any changes to this section by posting on the Services. Amendments will become effective thirty (30) days after they are posted on the Services or sent to you by email. Changes to this section will otherwise apply prospectively only to claims arising after the thirtieth (30th) day. If a court or arbitrator decides that this subsection on "Changes to This Section" is not enforceable or valid, then this subsection shall be severed from the section entitled Mandatory Arbitration and Class Action Waiver, and the court or arbitrator shall apply the first Mandatory Arbitration and Class Action Waiver section in existence after you began using the Services.

13.10 Survival. This Mandatory Arbitration and Class Action Waiver section shall survive any termination of your use of the Services.

14. CONTROLLING LAW AND SEVERABILITY

These Terms shall be construed in accordance with and governed by the laws of Florida notwithstanding its conflicts of law principles. Any dispute arising out of these terms and conditions or the use of this site shall be initiated and conducted in the state or federal courts of Broward County, Florida, and you and Clearpath consent to the exclusive jurisdiction of such courts.

15. GENERAL TERMS

15.1 Force Majeure. Under no circumstances shall Clearpath or its licensor or supplier be held liable for any delay or failure in performance resulting directly or indirectly from an event beyond its reasonable control.

15.2 No Waiver. No waiver of any provision of these Terms will be binding unless in writing, no waiver of any provisions of these Terms will be deemed a further or continuing waiver of such provision or any other provision, and the failure of Clearpath to exercise or enforce any right or remedy in these Terms does not waive that right or remedy. If an arbitrator or a court of competent jurisdiction finds any provision of these Terms to be invalid, the parties agree that the court should endeavor to give effect, to the maximum extent permitted by law, to the parties' intentions as reflected in the provision, and the other provisions of these Terms will remain in full force and effect.

15.3 Third-Party Beneficiaries. You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms.

15.4 Statute of Limitations. Except for residents of New Jersey, you agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Services and/or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

15.5 Miscellaneous. These Terms (and all terms and conditions incorporated herein) constitute the entire agreement between you and Clearpath and govern your use of the Services, and supersede any prior agreements between you and Clearpath on the subject matter. These Terms, and any rights or licenses granted hereunder, may not be assigned or delegated by you. These Terms, and any rights or licenses granted hereunder, may be assigned or delegated by Clearpath without restriction. These Terms bind and inure to the benefit of each party and the party's successors and permitted assigns. These Terms may not be modified by an oral statement by a representative of Clearpath. No agency, partnership, joint venture or employee-employer relationship is intended or created by these Terms. You agree that any agreements made by and between you and us in electronic form are as legally binding as if made in physical written form. If you are using the Services for or on behalf of the U.S. government, your license rights do not exceed those granted to non-government consumers. The section titles in these Terms are for convenience only and have no legal or contractual effect. Any provision of these Terms that by its nature is reasonably intended to survive beyond termination of these Terms shall survive.

15.6 Notices. We may deliver notice to you by e-mail, posting a notice on the Services or any other method we choose and such notice will be effective on dispatch. If you give notice to us, it will be effective when received and you must use the following physical or email address: (1) [One East Broward Blvd, Suite 700, Fort Lauderdale, FL 33301](#); or (2) terms-questions@clearpathalerts.com.

16. QUESTIONS

If you have any questions about these Terms, please contact us at terms-question@clearpathalerts.com.