

TERMS OF USE

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REGISTRATION: To register as a Member of Cellepathic, go to Our website www.Cellepathic.com

OPT-IN: As a Member, you may **opt-in** for Cellepathic Services either at Our website www.Cellepathic.com or from your mobile device; text "QPON" to 30622.

OPT-OUT: As a Member, you may **opt-out** of Cellepathic Services either at Our website www.Cellepathic.com or from your mobile device; text "STOP" to 30622

SUPPORT: Support and Help may be obtained through the FAQ section of Our website, email at support@Cellepathic.com; text "HELP" to 30622 on your mobile device or call 866.663.0919.

THE AGREEMENT CONSTITUTES A BINDING CONTRACT BETWEEN YOU AND CELLEPATHIC. You may receive a copy of this Agreement by emailing us at: info@Cellepathic.com, Subject: Terms of Use Agreement.

INTRODUCTION; AGREEMENT TO THIS TERMS OF USE

PLEASE CAREFULLY READ THE FOLLOWING TERMS AND USE OF SERVICES BEFORE USING ANY CELLEPATHIC PROVIDED SERVICES. BY COMPLETING THE CELLEPATHIC REGISTRATION PROCESS, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY ALL CONTENTS AND DISCLOSURES STATED IN THIS CELLEPATHIC TERMS OF USE DOCUMENT, INCLUDING ANY FUTURE MODIFICATIONS TO THIS TERMS OF USE, AND ALL GUIDELINES (COLLECTIVELY, THE "AGREEMENT"). IF YOU DO NOT AGREE TO THIS ARRANGEMENT, THEN PLEASE STOP USING CELLEPATHIC SERVICES IMMEDIATELY.

CELLEPATHIC SERVICES ARE AVAILABLE FOR INDIVIDUALS 14 YEARS OF AGE OR OLDER. IF YOU ARE 14 OR OLDER BUT UNDER THE AGE OF 18, THEN YOU AGREE TO REVIEW THESE TERMS AND CONDITIONS WITH YOUR PARENT OR GUARDIAN TO MAKE SURE THAT BOTH YOU AND YOUR PARENT OR GUARDIAN UNDERSTAND AND AGREE TO THIS AGREEMENT AND YOU AGREE TO HAVE YOUR PARENT OR GUARDIAN REVIEW AND ACCEPT THIS AGREEMENT ON YOUR BEHALF THROUGH THE CELLEPATHIC REGISTRATION PROCESS. IF YOU ARE A PARENT OR GUARDIAN ENTERING THIS AGREEMENT FOR THE BENEFIT OF A CHILD OVER 14, THEN YOU AGREE TO AND ACCEPT FULL RESPONSIBILITY FOR THAT CHILD'S USE OF THE CELLEPATHIC SERVICE, INCLUDING ALL FINANCIAL CHARGES AND LEGAL LIABILITY THAT HE OR SHE MAY INCUR.

IMPORTANT DISCLAIMERS

CELLEPATHIC SERVICES ARE ONLY INTENDED AS PERSONAL FOR USE BY INDIVIDUALS AND SHOULD NOT BE USED WHILE DRIVING OR OPERATING VEHICLES

YOU ACKNOWLEDGE AND AGREE THAT CELLEPATHIC HAS OFFERED ITS SERVICES, SET ITS PRICES, AND ENTERED INTO THIS AGREEMENT RELYING ON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY DOCUMENTED BELOW. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY DOCUMENTED IN THIS AGREEMENT REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND CELLEPATHIC, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY DOCUMENTED IN THIS AGREEMENT FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND CELLEPATHIC. CELLEPATHIC WOULD NOT BE ABLE TO PROVIDE ITS SERVICES TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE

LIMITATIONS AND DISCLAIMERS.

ACCEPTANCE OF TERMS OF USE

By using Cellepathic Services, you accept and agree to be bound by these Terms of Use documented here. Cellepathic may at any time modify these Terms of Use. You can review the most current version of it by clicking on the "Terms of Use" link located at the bottom of the Cellepathic website, www.Cellepathic.com. The most current version will supersede all previous versions. By continuing to use Cellepathic Services after changes are made, you agree to be bound by such changes.

LIMITATIONS ON USE

You must be at least 14 years of age to use Cellepathic. If you are not at least 14, you may only use Cellepathic with, and under the supervision of your parent or guardian. If you do not qualify, please do not use Cellepathic.

PRIVACY NOTICE; GUIDELINES TO INDIVIDUAL FEATURES AND SERVICES

Cellepathic's [Privacy Notice](#) is incorporated into this Agreement by reference. Please read this notice carefully for disclosures relating to the collection, use, and disclosure of your personal information and real-time location information.

When using any Cellepathic Service, you will be subject to any additional posted guidelines or rules applicable to certain features, which may be posted from time to time. As an example, Cellepathic may offer you opportunities to participate in contests, sweepstakes or view certain events and venues, post announcements and send messages to other Members. All Guidelines are hereby incorporated by reference into this Agreement.

MODIFICATION OF THIS AGREEMENT

Cellepathic reserves the right, at our discretion, to add, remove, modify or change portions of this Agreement at any time. We encourage you to check this Agreement periodically for changes. Your continued use of Cellepathic after the posting of any modifications or changes constitutes your binding acceptance of such changes. **For any significant changes to this Agreement, you acknowledge and agree that any such amended or modified terms shall automatically be effective thirty (30) days after they are initially posted on this site.**

OWNERSHIP; PROPRIETARY RIGHTS

Cellepathic software, content, visual interfaces, information, graphics, design, compilation, computer code, products, software, services, including, but not limited to, the mobile device applications, and all other elements of Cellepathic Services (collectively, the "[Materials](#)") are protected by United States copyright, trade dress, patent, and trademark laws, international laws and conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. All Materials contained in Cellepathic Services are the property of Access Mobility, Inc. or its subsidiaries or its advertisers and/or third-party licensors. All trademarks, service marks, and trade names displayed on Cellepathic are proprietary to Cellepathic or its advertisers and/or third-party licensors. Except as expressly authorized by Cellepathic, you agree not to sell, license, distribute, copy, modify, publicly perform or display, edit, transmit, publish, adapt, create derivative works from, or otherwise make unauthorized use of the materials.

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appear in connection with Cellepathic are the property of their respective owners, who may or may not be affiliated with, connected to or sponsored by Cellepathic.

Electronic Communications

By using Cellepathic, you consent to receiving electronic communications and notices from Cellepathic. You agree that any notice, agreement, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

Cellepathic currently provides its services to you free of charge however, when you use Cellepathic, you may be subject to charges imposed by your wireless or other applicable carrier. Payments of such charges are solely your responsibility.

Cellepathic, unless notified to the contrary, will send your mobile device up to three (3) advertisements and/or coupons per week. You can increase or decrease this quantity either at our website or through your mobile device.

ACCOUNT INFORMATION

Cellepathic is not available to persons under 14 years of age or to any Members or users suspended or removed from Cellepathic by Cellepathic. You agree that the information you provide to Cellepathic upon registration and at all other times will be accurate, current, complete and true. You also agree that you will keep this information accurate and up to date at all time. As an example, you should update your personal information if your mobile device number changes.

PASSWORD

At registration as a Member of Cellepathic, you will select a username and password. You will be able to change your password whenever you wish ---- your username cannot be changed. Since you will be responsible for all activities that occur under your password, you should keep your password strictly confidential at all times. **YOU MUST NOTIFY CELLEPATHIC IMMEDIATELY OF ANY UNAUTHORIZED USE OF YOUR PASSWORD OR IF YOU BELIEVE THAT YOUR PASSWORD IS NO LONGER CONFIDENTIAL AND KNOWN ONLY TO YOU.** We reserve the right to suspend your account and/or require you to alter your password if we believe for any reason that your password is no longer secure. **YOU MAY NOT SHARE YOUR CELLEPATHIC ACCOUNT PASSWORD WITH ANY OTHER PERSON FOR ANY REASON.**

USAGE RULES; PROHIBITED CONDUCT & USES

YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT YOU MAY NOT AND WARRANT THAT YOU WILL NOT:

- a. use Cellepathic to collect, attempt to collect, or store location or personal information about others;
- b. use Cellepathic if you are under the age of 14 years old;
- c. include offensive or pornographic materials in your Cellepathic personal profile page;
- d. use Cellepathic for any commercial or non-private use, being understood that Cellepathic is only for personal, non-commercial use;
- e. use Cellepathic for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, data protection and privacy, and import or export control;
- f. make unsolicited offers, advertisements, proposals, or send junk mail, to other Members of Cellepathic. This includes, but is not limited to, unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;
- g. impersonate any person or entity, falsely claim an affiliation with any person or entity, or access Cellepathic accounts of other Members;
- h. share Cellepathic passwords or access to your mobile device while Cellepathic is running and accessible

- with any third party or encourage any other user to do so;
- i. misrepresent the source, identity or content of information transmitted via Cellepathic;
 - j. remove, circumvent, disable, damage or otherwise interfere with security-related features of Cellepathic, features that prevent or restrict use or copying of any content accessible through Cellepathic, or features that enforce limitations on use of Cellepathic;
 - k. intentionally interfere with or damage operation of Cellepathic or any Member's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, worms, or other malicious code;
 - l. post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be objectionable, libelous, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful;
 - m. post, store, send, transmit, or disseminate any information or material which infringes any patents, trademarks, trade secrets, copyrights, or any other proprietary or intellectual property rights;
 - n. attempt to gain unauthorized access to Cellepathic, or any part of it, other accounts, computer systems or networks connected to Cellepathic, or any part of it, through hacking, password mining or any other means or interfere or attempt to interfere with the proper working of Cellepathic or any activities conducted on Cellepathic;
 - o. use any robot, spider, scraper or other automated means to access Cellepathic for any purpose without our express written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to Cellepathic or modify Cellepathic in any manner or form, nor to use modified versions of Cellepathic, including (without limitation) for the purpose of obtaining unauthorized access to Cellepathic; or
 - p. sell, transfer or allow another person to access your account password, profile, or Cellepathic account.

USAGE; REFUSAL OR SUSPENSION OF SERVICE

CELLEPATHIC RESERVES THE RIGHT, BUT HAS NO OBLIGATION, TO HAVE OUR SYSTEMS MONITOR ANY USER'S REGISTRATION OR INVITED FRIENDS ATTEMPTS. ACCORDINGLY, CELLEPATHIC ALSO RESERVES THE RIGHT TO DISABLE ANY MEMBER'S USE OF OR ACCESS TO CELLEPATHIC FOR ANY REASON AND WITHOUT ANY NOTICE.

You alone are responsible for your involvement with other Members. Cellepathic reserves the right, but has no obligation, to monitor disagreements between you and other Members.

Cellepathic does not control the content of Member accounts and profiles and does not have any obligation to monitor such content for any purpose. You acknowledge that you are solely responsible for all content and material that you provide to Cellepathic.

PLEASE NOTE: CELLEPATHIC RESERVES THE RIGHT TO REFUSE ACCESS TO ANY MEMBER, FOR ANY REASON AND WITHOUT ANY NOTICE.

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To subscribe to Cellepathic, you can register at our website at www.Cellepathic.com, or you can send a text message with the word "QPON" to 30622 and we'll guide you through the process from your mobile device. Standard carrier rates apply to all text messages sent to or from Cellepathic's text message service. For more information regarding carrier rates, check your mobile phone service plan or visit your carrier's website.

After you have registered for the Cellepathic Service, all further SMS text messages will be sent strictly on an opt-in basis. If you have opted in to receive text messages, you can still choose to opt out at any point thereafter.

To opt out from our text message service, send a text message with the word "STOP" to 30622 from your mobile phone and we will unsubscribe you from our text message service. You will not receive any additional text messages until you opt in on our website or via your mobile phone.

To get help with the Cellepathic text message service, you may email us at support@Cellepathic.com or you can also send a text message with the word "HELP" to 30622 from your mobile phone.

Use of Information Submitted

You agree that Cellepathic is free to use any comments, information or ideas contained in any communication you may send to Cellepathic without compensation, acknowledgement or payment to you for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products and services and creating, modifying or improving Cellepathic or other products or services.

END USER LICENSES

LICENSE GRANT, RESTRICTIONS AND UPGRADES. To use the Cellepathic Services you must have a mobile device that is compatible with Cellepathic Services. Cellepathic does not warrant that it will be compatible with your mobile device.

- a. License Grant. Cellepathic hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Cellepathic software as follows: You may use the Cellepathic software for one Cellepathic Services membership account (a "Membership Account" it is comprised of the shared resources accessible by a single login ID) on one mobile device owned or leased solely by you, for your personal use.
- b. Restrictions. You may not: (i) modify, disassemble, decompile or reverse engineer the Cellepathic software; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Cellepathic software to any third party or use the Cellepathic software to provide time sharing or similar services for any third party; (iii) make any copies of the Cellepathic software; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Cellepathic software, features that prevent or restrict use or copying of any content accessible through the Cellepathic software, or features that enforce limitations on use of the Cellepathic software; or (v) delete the copyright and other proprietary rights notices on the Cellepathic software.
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VIOLATIONS; TERMINATION

You agree that Cellepathic may terminate any Membership, account or subscription (or any part thereof) and remove and discard all or any part of your account or any Member Submission you have with Cellepathic, at any time, if in its good faith belief you have violated any of the terms and conditions of this Agreement or use of Cellepathic. You agree that any termination of your access to Cellepathic or any account you may have or portion thereof may be effected without prior notice, and you agree that Cellepathic will not be liable to you or any third-party for any such termination. Cellepathic does not permit copyright infringing activities on Cellepathic, and reserves the right to terminate access to Cellepathic and remove all content submitted, by any persons who are found to be repeat infringers. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of the services may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies Cellepathic may have at law or in equity.

DISCLAIMERS; NO WARRANTIES

CELLEPATHIC AND ANY THIRD-PARTY SOFTWARE, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH CELLEPATHIC ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. CELLEPATHIC, AND ITS SUPPLIERS AND ADVERTISERS (INCLUDING WITHOUT LIMITATION CELLEPATHIC'S INTEGRATORS AND THIRD-PARTY WIRELESS CARRIER PARTNERS), DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS.

CELLEPATHIC AND ITS SUPPLIERS AND ADVERTISERS (INCLUDING WITHOUT LIMITATION CELLEPATHIC'S INTEGRATORS AND THIRD-PARTY WIRELESS CARRIER PARTNERS) DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN CELLEPATHIC WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT CELLEPATHIC OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

CELLEPATHIC ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CELLEPATHIC SERVICE; ANY FAILURES, DELAYS OR INTERRUPTIONS IN THE CELLEPATHIC SERVICE; ANY LOSSES OR DAMAGES ARISING FROM THE USE OF THE CELLEPATHIC SERVICE, INCLUDING, WITHOUT LIMITATION, ANY DAMAGE TO YOUR MOBILE DEVICE; OR ANY CONDUCT BY USERS OF THE CELLEPATHIC SERVICE. WE RESERVE THE RIGHT TO DELIVER THE CELLEPATHIC SERVICE IN OUR SOLE AND ABSOLUTE DISCRETION.

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

INDEMNIFICATION; HOLD HARMLESS

IN NO EVENT SHALL ACCESS MOBILITY, INC, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS OR AGENTS BE LIABLE (JOINTLY OR SEVERALLY) TO YOU FOR LOSS OF USE OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE CELLEPATHIC SERVICE OR THESE TERMS OF USE, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGE. Some states do not allow the exclusion of certain damages, so the above may not apply to you. If any applicable authority holds any portion of this section to be unenforceable, then liability will be limited to the fullest possible extent permitted by applicable law.

You agree to indemnify, defend, and hold Cellepathic, its affiliated companies, and its suppliers, advertisers and partners (including, without limitation, Cellepathic's integrators and wireless carrier partners) harmless from any and all claims, suits, actions, losses, costs, damages, and any other liabilities, including attorneys' fees, arising out of or related to (a) your use or misuse of any location information or the Cellepathic Services generally, (b) any violation of the rights of any other person or entity by you, (c) any breach or violation by you of this Agreement, or (d) your use the Cellepathic Services to meet another Member in-person or to locate and attend any offline place or event. Cellepathic reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these

claims.

LIMITATION OF LIABILITY AND DAMAGES

YOU ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, WILL ACCESS MOBILITY, INC OR ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, SUBCONTRACTORS, OR, AGENTS, OR THIRD-PARTY PARTNERS (INCLUDING, WITHOUT LIMITATION, CELLEPATHIC'S INTEGRATORS AND WIRELESS CARRIER PARTNERS) OR SUPPLIERS BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, RELIANCE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES RELATED TO OR RESULTING FROM: (A) YOUR USE OR INABILITY TO USE CELLEPATHIC; (B) THE CELLEPATHIC SERVICES GENERALLY OR THE CELLEPATHIC SOFTWARE OR SYSTEMS THAT MAKE THE CELLEPATHIC SERVICES AVAILABLE; OR (C) ANY OTHER INTERACTIONS WITH CELLEPATHIC OR ANY OTHER MEMBER OR USER OF THE CELLEPATHIC SERVICES, EVEN IF CELLEPATHIC OR A CELLEPATHIC AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION WILL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT AND WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL ACCESS MOBILITY, INC ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, SUBCONTRACTORS, OR, AGENTS, OR THIRD-PARTY PARTNERS (INCLUDING, WITHOUT LIMITATION, CELLEPATHIC'S INTEGRATORS AND WIRELESS CARRIER PARTNERS) BE LIABLE TO YOU FOR DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE CELLEPATHIC SERVICES (WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE),

THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY SERVICES SOLD OR PROVIDED BY THIRD PARTIES OTHER THAN CELLEPATHIC AND RECEIVED THROUGH OR ADVERTISED ON THE CELLEPATHIC SERVICES OR RECEIVED THROUGH ANY LINKS PROVIDED ON THE CELLEPATHIC SERVICES.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, YOU AGREE THAT CELLAPATHIC'S LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

MISCELLANEOUS

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to any principles of conflicts of law.

Jurisdiction. You agree that any action at law or in equity arising out of or relating to this Agreement or the Cellepathic Services shall be filed only in the state or federal courts in and for Cuyahoga County, Ohio and you hereby consent and submit exclusively to the personal jurisdiction of such courts for the purposes of litigating any such action. Either Cellepathic or you may demand that any dispute or claim between Cellepathic and you about or involving the Cellepathic Services must be settled by arbitration utilizing the dispute resolution procedures of the American Arbitration Association ("AAA") in Cleveland, Ohio, USA and, if so demanded by Cellepathic or you, both parties hereby acknowledge and agree to submit exclusively to the jurisdiction of the AAA in Cleveland, Ohio to resolve the applicable dispute or claim; provided that the foregoing shall not prevent Cellepathic from seeking injunctive relief in a court of competent jurisdiction.

Severability, Waiver. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. A provision of this Agreement may be waived only by a written instrument executed by the party entitled to the benefit of such provision. The failure of

any party at any time to require performance of any provision of this Agreement shall in no manner affect such party's right at a later time to enforce the same. A waiver of any breach of any provision of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

Notices. Cellepathic may provide you with notices, including those regarding changes to this Agreement, by email, regular mail or postings on the Cellepathic Services. Notice will be deemed given twenty-four hours after email is sent, unless Cellepathic is notified that the email address is invalid. Alternatively, we may give you legal notice by mail to a postal address, if provided by you through the Cellepathic Services. In such case, notice will be deemed given three days after the date of mailing. Notices posted on the Cellepathic services are deemed given and binding 30 days following the initial posting.

Assignment. This Agreement and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned or transferred by Cellepathic without restriction.

Survival. Any and all provisions related to or regarding limitation of liability, disclaimers, and indemnification of this Agreement hereby survive any termination of this Agreement or any termination of your use of or subscription to Cellepathic.

Headings; Entire Agreement. The heading references herein are for convenience purposes only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof. This is the entire agreement between us relating to the subject matter herein and shall not be modified except in writing, signed by both parties, or by a change to this Agreement or Guidelines made by Cellepathic as set forth in the Section reflecting MODIFICATION OF THIS AGREEMENT above.

Claims. YOU AND CELLEPATHIC AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO CELLEPATHIC MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Disclosures. The services hereunder are offered by Access Mobility, Inc. located at 6700 W. Snowville Rd. Brecksville, Ohio 44141.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.

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