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Standard Terms and Conditions

THESE TERMS AND CONDITIONS GOVERN THE USE OF COMMUNICO, LLC'S DIGITAL PUBLISHING PLATFORM (hereinafter, the "DPP") AND ALL RELATED RIGHTS OF USE.

1. Definitions.

"Acceptable Use Policy"

means the document setting out the rules with regard to Licensee's use of Communico, LLC's Digital Publishing Platform, as amended by Communico, LLC from time to time, which can be found at [acceptable use policy \(/legal/1087\)](#)

"Agreement"

means the signed Order Form together with these Terms and Conditions, including all terms and conditions incorporated herein by reference.

"Authorized Third Party"

means Licensee's third party subcontractor or outsourcing partner who is authorised to access the Digital Publishing Platform using appropriate security measures and is named in the applicable Order Form or otherwise agreed to in writing by Communico, LLC.

"Branding Materials"

means those trademarks, logos, artworks, photographic images and other visual or audio materials Licensee incorporates into Licensee's use of the Digital Publishing Platform.

"Business Days"

means from Monday to Friday excluding public holidays.

"Device"

means any object from which Users can access the internet using Licensee's facilities or services, such as, but not limited to, a computer terminal, laptop, tablet, mobile phone or smart television.

"Digital Publishing Platform"

means Communico, LLC's hosted digital publishing platform and associated software.

"Effective Date"

means the commencement date of the License herein.

"Issue"

means something concerning access to, use of or performance of the Digital Publishing Platform.

"Licensee"

means Customer, as set out in the Order Form, in accordance with all terms and conditions of Use as set forth in the Order Form and these Standard Terms and Conditions of Use.

"Minimum Term"

means the minimum period for which the Licensee has contracted to a Subscription.

"Order Form"

means the form that has been legally executed by the parties pertaining to Licensee's use of the Digital Publishing Platform, the fees payable, and the Minimum Term of the License and any other applicable terms and conditions.

"Search Service(s)"

means software and search boxes provided by Communico, LLC and embedded in a Licensee's web page that provides internet search functionality for Users of that web page.

"Search Revenue"

means revenue generated as a result of a User conducting a search on the Digital Publishing Platform.

"Subscription"

means the subscription by the Licensee to use the Digital Publishing Platform as set out in, and in accordance with, the Order Form and these Standard Terms and Conditions of Use.

"Subscription Fee"

means the fee, required to be paid by Licensee to Communico, LLC in respect of the Subscription as may be set out in the Order Form, the Communico, LLC DPP online subscription application, these Standard Terms and Conditions of Use, or as otherwise set forth in any written terms and conditions of use and accepted by the Licensee from time to time.

“Subscription Start Date”

means the date as set forth on the Order Form..

“Support”

means those activities relating to resolving Issues in accordance with the Communico, LLC Support Terms (ST), incorporated herein by reference, as they may be amended from time to time.

“Support Contacts”

means Licensee’s nominated representatives whose names are set out in the applicable Communico, LLC DPP online subscription application or are otherwise agreed by the parties in writing.

“Support Hours”

means the hours during which Communico, LLC shall provide the Support, as set out in the Support Terms.

“Term”

means the period of Subscription commencing on the Subscription Start Date or subsequent renewal date.

“User”

means a person using a Device which connects to facilities or services controlled by Licensee.

2. Right of Use.

2.1 General. Subject to Licensee’s acceptance of, and compliance with, the terms of this Agreement, including terms of payment as may be set forth by Communico, LLC from time to time, Licensee is hereby granted a limited, nonexclusive, nontransferable, nonsub licensable right and license for use of the DPP, Communico, LLC’s proprietary, hosted media management system, and Communico, LLC’s intellectual and proprietary property rights related thereto, strictly in accordance with the terms and conditions of this Agreement. All rights are subject to such other limitations and restrictions as may be imposed upon Communico, LLC from time to time by Communico, LLC service providers.

2.2 Reservation of Rights. Communico, LLC expressly reserves, and excludes from the limited license granted herein, the right to modify, republish and create derivative works from the DPP, as well as the right to modify, deprecate, republish, replace or discontinue APIs, functions or features from the DPP, from time to time, in its sole discretion.

2.2.1 Reservation of Right to Search Revenues. In consideration for Communico, LLC meeting its obligations hereunder, Communico, LLC is entitled to receive any and all revenue generated as a result of a User using Communico, LLC’s Search Services on the Digital Publishing Platform (hereinafter referred to as “Search Revenue”).

2.3 Nonexclusive Rights. The rights granted by Communico, LLC in this Agreement are nonexclusive, and Communico, LLC reserves the right to grant use of its product and services to other Licensees, and to offer products or services, which compete with Licensee.

3. Payment & Taxes.

3.1 Communico, LLC shall invoice Licensee for the Subscription Fee annually, in advance, and all fees are considered earned upon payment and non-refundable, unless otherwise specified in the applicable Order Form.

3.2 Unless otherwise specified in the Order Form, Licensee shall pay each of Communico, LLC’s valid invoices within thirty (30) days of the date on the invoice.

3.3 Except where Licensee is exempt from payment of tax as a matter of the laws of the jurisdiction imposing a tax, Licensee shall be liable for any fees, any national, European Union, value added, sales, excise, state, local, withholding or other taxes or customs duties applicable.

3.4 Licensee shall pay an interest charge on any undisputed payment due and owing hereunder that is overdue at the rate of eight percent (8%) above the U.S. Federal Prime Rate as of the date of invoice. Licensee shall notify Communico, LLC in writing within ten (10) days of receipt of an invoice that the invoice is in dispute.

3.5 If payment of any Fee or any part thereof is overdue, then unless Licensee has notified Communico, LLC in writing that such payment is in dispute within ten (10) days of the receipt of the corresponding invoice Communico, LLC may at Communico, LLC’s option:

3.5.1 suspend provision of the Digital Publishing Platform until the corresponding overdue fees are paid in full; or

3.5.2 treat such as a material breach and terminate the Agreement in accordance with the terms herein.

4. Limitations on Use.

Licensee Responsibility For Content. Licensee is solely responsible for all content on Licensee’s licensed DPP, and for ensuring all content complies with all laws, rules and regulations which may pertain to said content, including, but not limited to, copyright and intellectual property rights laws such as the Digital Millennium Copyright Act and Video Privacy Protection Act. In addition, Licensee is responsible for ensuring all content provided or created by any party on Licensee’s licensed DPP complies with these Standard Terms and Conditions of Use.

4.1 Prohibited Content. Communico, LLC reserves the right to limit or restrict content. Unlawful content is expressly prohibited.

4.2 Right to Remove or Restrict Access to Content. Communico, LLC reserves the right to remove content if Communico, LLC believes, in its sole discretion, that the content violates the terms of this Agreement, or Licensee’s licensed use of Communico, LLC’s Digital Publishing Platform; however, nothing herein is intended, nor shall be construed to create a responsibility for Communico, LLC to track and monitor Licensee’s content on the DPP, nor relieve Licensee for its complete responsibility to meet all terms and conditions of this Agreement and to ensure its use of the DPP is in compliance with all laws and Communico, LLC’s Digital Publishing Platform Standard Terms and Conditions of Use.

4.3 Communico, LLC Use of Licensee Content. Licensee content shall remain the property of Licensee and Communico, LLC shall not use, sell, or transfer Licensee content other than as reasonably necessary to provide Licensee the services contracted for herein.

4.4 Licensee agrees that:

4.4.1 Licensee will not reverse engineer, decompile, or disassemble the Digital Publishing Platform software except to the extent that Communico, LLC cannot prohibit such acts by the applicable law, and will not permit any third party to do so; expressly prohibited (except where expressly permitted in writing by Communico, LLC) from adapting, modifying, merging, revising, improving, translating, upgrading, enhancing and creating derivative works of the Digital Publishing Platform or any part of it for any purpose including error correction or any other type of maintenance is;

4.4.2 it will use the Digital Publishing Platform for Licensee's own business purposes only and will not use it to provide services to third parties through a service bureau or other arrangement;

4.4.4 it will maintain and not remove any notices placed on the Digital Publishing Platform by Communico, LLC;

4.4.5 it will comply with the Acceptable Use Policy and ensure that all of its employees, subcontractors or agents using the Digital Publishing Platform are aware of their obligations under the Acceptable Use Policy;

4.5 Any breach by the Licensee of the license restrictions herein shall be considered as a material breach and Communico, LLC shall be entitled to immediately terminate the Agreement in accordance with the terms herein.

5. Right to Monitor and Analyze Content and Data.

Communico, LLC may, but is not required to, monitor and analyze Licensee's content and data for any purpose to ensure Licensee's use complies with the terms of this Agreement and for purposes of assessing system performance and usage.

6. Interruption of Service.

Access to and use of the DPP or the content created by Licensee may be interrupted and/or suspended during any unanticipated or unscheduled downtime, or for any other reason, including power outages, system failures, inability of third party providers to access the DPP, or other interruptions. Communico, LLC shall also be entitled, without any liability to Licensee, to suspend access to the DPP or any portion or all of content created by Licensee at any time to conduct maintenance or make modifications, or for any other reason that Communico, LLC, in its sole discretion determines is necessary or prudent (these suspension and/or interruptions are hereinafter collectively referred to as "Interruptions of Services"). Communico, LLC shall have no liability whatsoever for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Licensee may incur as a result of any Interruptions of Service. To the extent Communico, LLC is able, Communico, LLC will endeavor to provide Licensee notice of any Interruptions of Service in accordance with the notice provisions set forth in Section 14 below and to post updates on the Communico, LLC Websites regarding resumption of Services following any such suspension, but shall have no liability for the manner in which we may do so or if we fail to do so.

7. Security.

While Communico, LLC desires to keep Licensee's content secure, it cannot guarantee it will be successful in all instances; therefore Communico, LLC will have no liability for any unauthorized access or use, corruption, deletion, destruction or loss of any of Licensee's content.

8. Confidential Information.

8.1 Use and Disclosure. "Confidential Information" means such nonpublic information of either party herein, or its business partners or its or their respective agents or contractors that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential; and includes, but is not limited to, business plans, financial information, current or new product, service or capability information, practices, methodologies and processes; Confidential Information does not include any information required to be disclosed by law. Neither party shall disclose other party's Confidential Information during the Term or at any time during the three (3) year period following the end of the Term.

8.2 Excluded Information. Notwithstanding any other provision in this Agreement, neither party shall have any confidentiality obligation with respect to information provided or made available hereunder, and neither party shall have any confidentiality or nonuse obligation to the other party herein with respect to any information, software application, data or content provided or made available by the other party hereunder that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to the receiving party at the time of its receipt from the disclosing party; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by the receiving party.

9 Intellectual Property.

9.1 Licensee Acknowledgement of Communico, LLC, Inc. Ownership Interest. Licensee acknowledges Communico, LLC Inc. is the exclusive owner of right, title and interest (including all intellectual property and proprietary rights) in and to the DPP, including, but not limited to APIs, functions or features from the DPP, such as, but not limited to the User Interface, and any other technology and software that Communico, LLC provides or uses to provide the services to Licensee, other than the limited use and access rights and licenses expressly set forth in this Agreement.

9.2 Improvements. Licensee agrees that if any improvements are suggested by Licensee to Communico, LLC for improvement to the DPP or related services, all right, title, and interest in and to the same shall be automatically owned by Communico, LLC by operation of law, and Communico, LLC shall be entitled to exclusively own and use the improvements without restriction. Licensee hereby confirms its irrevocable assignment of all right, title and interest in and to any such improvements to Communico, LLC and agrees to provide Communico, LLC such assistance as we may require to document, perfect, and maintain all rights to the improvements.

9.3 NonAssertion. During and after the term of the Agreement, with respect to the DPP or any related services, Licensee will not assert, nor authorize, assist, or encourage any third party to assert, against Communico, LLC or its customers, end users, vendors, business partners (including third party sellers on websites operated by or on behalf of Communico, LLC), licensors, sublicensees or transferees, any patent infringement or other intellectual property infringement claim with respect to the DPP or related services.

10. Licensee Representations and Warranties.

10.1 Licensee Use of the DPP and Related Services. Licensee represents and warrants it will not use the DPP and related services: (i) in a manner that infringes, violates or misappropriates any rights of Communico, LLC or any third party; (ii) in any manner that constitutes or facilitates the illegal export of any controlled or otherwise restricted items, including, without limitation, data that is subject to export laws; (iii) in any manner which does not comply with all applicable laws, rules and regulations related to Licensee's use of the DPP; and/or (iv) in a way that is otherwise illegal or promotes illegal activities, including, without limitation, in a manner that might be libelous or defamatory or otherwise malicious or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age.

10.2 Licensee Content. Licensee represents and warrants:

- (i) that Licensee is solely responsible for the development, operation, and maintenance of its content;
- (ii) that Licensee has the necessary rights and licenses, consents, permissions, age verifications, waivers and releases to use, display, distribute and otherwise exploit its content;
- (iii) that Licensee's content (a) does not violate, misappropriate or infringe any rights of Communico, LLC or any third party, (b) does not constitute defamation, invasion of privacy or publicity, or otherwise violate any rights of any third party, or (c) is not designed for use in any illegal activity or to promote illegal activities, including, without limitation, use in a manner that might be libelous or defamatory or otherwise malicious, illegal or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age; and
- (iv) that Licensee content does not contain any unauthorized data, malware, viruses, Trojan horses, spyware, worms, or other malicious or harmful code.

10.3 Licensee Authorization and Account Information. Licensee represents and warrants that:

- (i) the information Licensee provides in connection with Licensee's registration for the services is accurate and complete;
- (ii) if Licensee is registering for the services as an individual, that Licensee is at least 18 years of age and has the legal capacity to enter into this Agreement; and
- (iii) if Licensee is registering for the services as an entity or organization,
 - (a) the Licensee is duly authorized to do business in the country or countries and state(s) or province(s) where you operate,
 - (b) the individual clicking "Accept", or otherwise accepting the terms and conditions of this Agreement, and completing the registration for the services meets the requirements of subsection
- (ii) above and is an authorized representative of Licensee's entity, and (c) Licensee's employees, officers, representatives and other agents accessing the services are duly authorized to access the services and to legally bind Licensee to this Agreement and all transactions conducted under Licensee's account.

10.4 Licensee Acceptance of Liability Incurred By Licensee Authorized Third Party(ies). Communico, LLC hereby agrees that Licensee may permit Licensee's Authorized Third Party(ies) to act on Licensee's behalf with respect to the Digital Publishing Platform and the Services, and agree that such Authorized Third Party(ies) may be granted such access to the Digital Publishing Platform as is necessary to fulfil their obligations to Licensee. Notwithstanding the foregoing, the performance of Licensee's obligations under the Agreement and all such access to, and use of the Digital Publishing Platform shall be subject at all times to the Terms and Licensee hereby accepts liability for any breach of such terms and conditions by any such Authorized Third Party as if Licensee had committed such breach. Furthermore, Licensee further acknowledges Communico, LLC's right, in its sole discretion, to terminate Licensee's Authorized Third Party(ies) access to, and use of, the Digital Publishing Platform.

11. Communico, LLC Disclaimers and Limitations of Liability.

11.1 Disclaimers. ALL COMMUNICO, LLC TECHNOLOGY AND SERVICES INCLUDING, BUT NOT LIMITED TO THE DPP IS PROVIDED "AS IS", "BEST EFFORTS". COMMUNICO, LLC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICE OFFERINGS. COMMUNICO, LLC DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, EXCEPT TO THE EXTENT SUCH DISCLAIMER IS PROHIBITED BY APPLICABLE LAW. COMMUNICO, LLC DOES NOT WARRANT THAT THE SERVICE OFFERINGS WILL FUNCTION AS DESCRIBED, WILL BE UNINTERRUPTED OR ERROR FREE, OR FREE OF HARMFUL CONTENT OR COMPONENTS, OR THAT THE DATA LICENSEE STORES WITHIN THE SERVICE OFFERINGS WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. COMMUNICO, LLC SHALL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING, WITHOUT LIMITATION, POWER OUTAGES, SYSTEM FAILURES OR OTHER SERVICE INTERRUPTIONS. NO ADVICE OR INFORMATION OBTAINED BY LICENSEE FROM COMMUNICO, LLC SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

11.2 Additional Disclaimers. In addition to the foregoing, Communico, LLC specifically disclaims all liability, for Licensee's use of the DPP and any content created by Licensee and Licensee agrees it is solely responsible for:

11.2.1 the accuracy and appropriateness of its content;

11.2.2 ensuring that any materials posted on Licensee's site are not illegal and do not promote illegal activities, including without limitation any activities that might be libelous or defamatory or otherwise malicious, illegal or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age;

11.3 Communico, LLC Not Responsible for Third Party Services. In addition to the foregoing, Communico, LLC is not responsible for the contents, functionality or any associated impact to Licensee, its agents, employees or Users, of any third party software, hardware or services utilized in connection with the DPP or related services.

11.4 Communico, LLC Limitation of Liability. COMMUNICO, LLC SHALL NOT BE LIABLE TO LICENSEE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; OR (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF LICENSEE CONTENT. IN ANY CASE, COMMUNICO, LLC'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY LICENSEE TO COMMUNICO, LLC HEREUNDER FOR THE SERVICES. THE PARTIES AGREE AND ACKNOWLEDGE THAT "SEARCH REVENUE" IS EXPRESSLY NOT AN AMOUNT PAID BY LICENSEE TO COMMUNICO, LLC. SOME JURISDICTIONS DO NOT ALLOW THE

EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO LICENSEE, AND LICENSEE MAY HAVE ADDITIONAL RIGHTS.

12. Indemnification

12.1 Licensee Indemnification of Communico ~~to~~ General. Licensee agrees to indemnify, defend and hold Communico, LLC, Communico, LLC's affiliates, each of Communico, LLC and its business partners (including third party sellers on websites operated by or on behalf of us) and each of Communico, LLC's and its business partner's respective

employees, officers, directors and representatives, harmless from and against any and all claims, losses, damages, liabilities, judgments, penalties, fines, costs and expenses (including reasonable attorneys fees), arising out of or in connection with any claim arising out of (i) Licensee's use of the DPP and related software or services

in a manner not authorized by this Agreement and/or in a manner alleged to be in violation of applicable law, (ii) Licensee's content, including but not limited to any claim involving infringement or misappropriation of thirdparty rights and/or the use, development, design, manufacture, production, advertising, promotion and/or marketing of Licensee content, (iii) Licensee's violation of any term or condition of this Agreement, including without limitation, the representations and warranties, or (iv) Licensee's or Licensee's employees' or personnel's negligence or willful misconduct.

12.2 Notification of Licensee. At Communico, LLC's option, Licensee will have the right to defend against any such claim with counsel of Licensee's own choosing (subject to our written consent) and at Licensee's cost, and to settle such claim as Licensee deems appropriate, provided that Licensee shall not enter into any settlement without Communico, LLC's prior written consent and provided that Communico, LLC may, at any time, elect to take over control of the defense and settlement of the claim at Communico, LLC's cost.

12.3 Communico Indemnification of Licensee ~~to~~ General. Communico agrees to indemnify, defend and hold Licensee, its respective employees, officers, directors and representatives, harmless from and against any and all claims, losses, damages, liabilities, judgments, penalties, fines, costs and expenses (including reasonable attorneys fees),

arising out of or in connection with any claim arising out of Communico's violation of any term or condition of this Agreement, including without limitation, the representations and warranties, or (ii) Communico's or Communico's employees' or personnel's gross negligence or willful misconduct.

12.4 Notification of Communico. At Communico, LLC's option, Communico will have the right to defend against any such claim with counsel of Communico's own choosing (subject to our Licensee's consent) and at Communico's cost, and to settle such claim as Communico deems appropriate, provided that Communico shall not enter into any settlement without Licensee's prior written consent and provided that Licensee may, at any time, elect to take over control of the defense and settlement of the claim at Licensee's cost.

13. Digital Millennium Copyright Act; Copyright Complaints

Communico, LLC respects the intellectual property rights of others and requires those that use the DPP to do the same. Communico, LLC may, in appropriate circumstances and at our discretion, remove or disable access to material on the DPP that infringes upon the copyright rights of others. Communico, LLC also may, at our discretion, remove or disable links or references to an online location that contains infringing material or infringing activity. In the event that any users of the DPP repeatedly infringe on others' copyrights, Communico, LLC may in its sole discretion terminate those individuals' rights to use the DPP. If you believe that your work has been used on the DPP in any manner that constitutes copyright infringement, please notify Communico, LLC's copyright agent by written notice. The notice should include the following information:

13.1 An electronic or physical signature of a person authorized to act on behalf of the owner of the copyright allegedly infringed;

13.2 A description of the copyrighted work you claim has been infringed, including a copy of the copyrighted work or theweb page address where the copyrighted work may be found;

13.3 Identification of the specific location on the DPP of the material you claim has been infringed, or the link or reference to another website that contains the material you claim has been infringed;

13.4 Your name, address, telephone number and email address;

13.5 A statement by you that you have a good faith belief that the disputed use of the material at issue is not authorized by the copyright owner, the agent of the copyright owner, or the law; and

13.6 A statement by you that the information in the notification is accurate and a statement, under penalty of perjury, that you are the copyright owner of the material allegedly infringed or authorized to act on the copyright owner's behalf. Communico, LLC's copyright agent for notice of claims of copyright infringement on the DPP is: Copyright Agent David Weslow Communico, LLC reserves the right to change the designated copyright agent at any time and without prior notice by listing of a new copyright agent.

14. Import and Export Compliance.

Import and Export Compliance and Restrictions. Licensee shall, in connection with the use of the DPP and related services, comply with all applicable import, export and reexport control laws and regulations of any country, including the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations, Council Regulation (EC) No 428/2009 on the control of exports of dualuse items and technology, and countryspecific economic sanctions programs or embargoes adopted against countries or individuals under any applicable national or international legislation, including any measures implemented by the U.S. Office of Foreign Assets Control.

15. Term and Termination.

15.1 Term of License. The term of the License granted hereunder shall be for that period of time set forth in the Order Form, beginning on the Subscription Start date.

15.2 Right of Termination or Suspension by Communico, LLC.

15.2.1 Communico, LLC shall have the right to immediately terminate this Agreement for any breach of Section 8.

15.2.2 Licensee shall have thirty (30) days following Communico, LLC's provision of notice to cure any payment obligation default or correct any payment mechanism problem if Licensee is in default of any payment obligation or if any payment mechanism Licensee has provided is invalid or charges are refused for such payment mechanism.

15.2.3 Licensee shall have fifteen (15) days following Communico, LLC's notice to cure any other breach of this Agreement.

15.3 Effect of Termination or Suspension. In the event of a suspension or termination of service, Licensee remains liable for all fees, charges and other obligations incurred hereunder. In the event of termination for Licensee's material breach of the terms and conditions herein, Communico shall, in addition to other remedies available to it at law, be entitled to retain all fees paid to date by Licensee.

15.4 Survival. In the event this Agreement is terminated for any reason, Sections 8, 9, 10, 11, and 16.3 will survive any such termination.

15.5 Data Preservation in the Event of Suspension or Termination.

15.5.1 Suspension. In the event of a suspension Communico, LLC will not undertake to intentionally erase or delete any Licensee data.

15.5.2 Termination. In the event of a termination, Communico, LLC shall have no obligation to continue to store Licensee's data and Communico, LLC expressly reserves the right to delete all Licensee data, which may be stored by Communico, LLC.

16. Miscellaneous.

16.1 Modifications to this Agreement. Licensee agrees that Communico, LLC may modify these Standard Terms and Conditions of Use at any time by posting a revised version of the Standard Terms and Conditions of Use on the Communico, LLC Website. The revised Standard Terms and Conditions of Use shall be effective immediately for

(i) any services which are being added,

(ii) any general terms of use,

(iii) any other general terms and conditions,

(iv) or any free service. For any revisions pertaining to existing paid services, the revised Standard Terms and Conditions of Use will only become effective upon any renewal of the Agreement. Except for paid services, by continuing to use or receive the Communico, LLC services after the effective date of any revisions to these Standard Terms and Conditions of Use, Licensee agrees to be bound by the revised Standard Terms and Conditions of Use. It is Licensee's responsibility to check the Communico, LLC Website pages regularly for changes to these Standard Terms and Conditions of Use, as applicable.

16.2 Notice. All notices to Licensee shall be deemed delivered if emailed to the last known email address provided by Licensee. All notices to Communico, LLC shall be deemed delivered if emailed to: notice@communico.co (<mailto:notice@communico.co>)

16.3 Disputes. This Agreement will be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law. The Parties agree that the state and federal courts sitting in the State of New York shall be the exclusive fora for the adjudication of any and all proceedings relating to the subject matter, and each Party hereby irrevocably consents to the personal jurisdiction and venue of such courts and waives any and all objections thereto that it now has or may have in the future. The parties expressly exclude application of the United Nations Convention for the International Sale of Goods to this Agreement. Licensee further acknowledges that Communico, LLC's rights in the DPP are of a special, unique, extraordinary character, giving them peculiar value, the loss of which cannot be readily estimated and may not be adequately compensated for in monetary damages. Notwithstanding anything to the contrary, Communico, LLC may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of Communico, LLC's or any third party's intellectual property and/or proprietary rights.

16.4 Third Party Activities. If Licensee authorizes, assists, encourages or facilitates another person or entity to take any action related to the subject matter of this Agreement, Licensee shall be deemed to have taken the action.

16.5 Force Majeure. Neither party is responsible for failure to fulfil its obligations hereunder due to causes beyond its reasonable control that directly or indirectly delay or prevent its timely performance hereunder. Dates or times by which each party is required to render performance under the relevant Agreement shall be postponed automatically to the extent that the party is delayed or prevented from meeting them by such causes.

16.6 Severability. If any term or provision of this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect the validity of any remaining portion which shall remain in full force and effect as if the invalid portion was never a part of this Agreement when it was executed and any invalid or unenforceable portions shall be construed in a manner that most closely reflects the effect and intent of the original language. If such construction is not possible, the provision will be severed from this Agreement, and the rest of the Agreement shall remain in full force and effect.

16.7 Waivers. The failure by Communico, LLC to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision nor in any way affect Communico, LLC's right to enforce such provision thereafter. All waivers by Communico, LLC must be in writing to be effective.

16.8 Successors and Assigns. This Agreement is freely transferable and assignable by Communico, LLC and will be binding upon Licensee, and inure to the benefit of Communico, LLC's respective successors and assigns. This Agreement may not be assigned or transferred by Licensee.

16.9 Entire Agreement. This Agreement is the complete statement of the terms and conditions that apply to the subject matter hereof and supersedes all prior or contemporaneous collateral, written and oral, discussions, writings and other communications with regard to its subject matter.

16.10 Publicity. Licensee gives Communico, LLC the right to make such public announcements of this Agreement as Communico, LLC in its sole discretion, determines to make. Furthermore Licensee agrees that Communico may disclose Licensee's use of the DPP in Communico's publicity and advertising.

16.11 Relationship. Nothing in this Agreement is intended to or does create any type of joint venture, creditordebtor, escrow, partnership or any employer/employee or fiduciary or franchise relationship between Communico, LLC and Licensee