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# CHAMPLIN WIRELESS COMMUNICATIONS

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## TERMS OF USE

Champlin Wireless Communications Terms of Use (“Terms of Use”) consists of these terms, the [Champlin Wireless Privacy Statement](#), and any supplemental terms or agreements (“Other Agreements”) provided to you for any of the products, services, solutions, software, websites, mobile and social media pages, and other goods and services offered, owned, or operated by Champlin Wireless Communications (collectively “Services”). This is a legally binding contract in electronic form between you (“you,” “your,” and “yourself”) and Champlin Wireless Communications and its parents, successors, subsidiaries, affiliates and related entities (“Champlin Wireless Communications” “we,” “us,” and “our”).

BY USING THE SERVICES OR REGISTERING WITH ONE OF OUR SUBSITES, YOU ARE AGREEING TO BE BOUND, WITHOUT LIMITATION OR QUALIFICATION, TO THE TERMS OF USE, ANY OTHER AGREEMENTS AND MAY USE OUR SERVICES AS LONG AS YOU COMPLY WITH THE TERMS OF USE. THESE TERMS OF USE APPLY WHETHER YOU ARE ACCESSING THE SERVICES VIA A PERSONAL COMPUTER, A MOBILE DEVICE, OR ANY OTHER TECHNOLOGY OR DEVICE NOW KNOWN OR HEREAFTER DEVELOPED (EACH A “DEVICE”).

### Contents:

- 1 ELIGIBILITY
- 2 CHANGES TO THE AGREEMENT
- 3 ELECTRONIC COMMUNICATIONS
- 4 USER GENERATED CONTENT
- 5 USE OF SERVICES
- 6 OUR INTELLECTUAL PROPERTY RIGHTS
- 7 USER IDS AND PASSWORDS
- 8 OTHER AGREEMENTS; SOFTWARE, SOLUTIONS, OR ACCESS
- 9 USE OF SOFTWARE
- 10 MOBILE APPLICATIONS
- 11 LINKS TO OTHER WEBSITES AND PRODUCTS
- 12 CONTESTS, SWEEPSTAKES AND OTHER PROMOTIONS
- 13 E-COMMERCE
- 14 DISCLAIMER
- 15 INDEMNIFICATION
- 16 TERMINATION
- 17 APPLICABLE LAWS
- 18 GENERAL PROVISIONS

# CHAMPLIN WIRELESS COMMUNICATIONS

## 1 ELIGIBILITY

In order to use the Services, you need to (a) be 18 or older, or be 13 or older and have your parent or guardian's consent to these Terms of Use, and (b) have the power to enter a binding contract with us and not be barred from doing so under any applicable laws in your country of residence.

\*\*\*This site is not directed to children under 13 and we do not knowingly collect information from children under 13 without complying with applicable law.

## 2 CHANGES TO THE AGREEMENT

Occasionally we may, in our discretion, make changes to the Services and the Terms of Use. Any material changes will be communicated to you 60 days prior to the date the changes are made effective. You may stop using the Services if you do not agree with those changes. Your acceptance of and/or continued use of the Services after notification of changes to this Agreement will constitute your acceptance of such changes.

## 3 ELECTRONIC COMMUNICATIONS

**Support By Email, Chat.** When you use the Services, participate in a chat session, submit forms or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail, or by posting notices on the Services. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## 4 USER GENERATED CONTENT

Other than personally identifiable information, which is covered in Champlin Wireless' Privacy Statement, any reviews, comments, questions, ideas, suggestions, photos, and other material you send or post to the Services ("User Generated Content") will be considered non-confidential and non-proprietary. Champlin Wireless will have no obligations with respect to User Generated Content.

Unless otherwise provided by the Other Agreements you may enter into with Champlin Wireless, by posting, uploading, adding, communicating, storing, or otherwise transmitting User Generated Content on, to, or through the Services, you understand and agree that you are giving Champlin Wireless a royalty free, irrevocable, perpetual, non-exclusive and fully sublicensable license to edit, alter, broadcast, post, publish,

## CHAMPLIN WIRELESS COMMUNICATIONS

copy, disclose, distribute, perform, create derivative works from, incorporate and otherwise use the User Generated Content and images, sounds, text, and other things embodied therein for any and all purposes, including commercial, promotional, or marketing purposes throughout the world in any form, medium, or technology now known or later developed. However, you agree that Champlin Wireless has no obligation to use any idea or material contained in User Generated Content and you have no right to compel such use.

You agree that none of your User Generated Content will include material that:

- is unlawful, threatening, libelous, defamatory, indecent, obscene, pornographic, or that may violate any law;
- could interfere with anyone else's use of the Services;
- encourages or incites anyone to break the law;
- violates the rights of any party, including copyrights and other property right and rights of privacy, or that includes personal or sensitive information regarding yourself or another person;
- contains a virus or any other harmful or potentially harmful component; or
- contains false or misleading statements of fact or descriptions of the origin of the material or the communication.

- 5 ***No Obligation to Monitor.*** Although you are solely responsible for the content you provide, Champlin Wireless may, but is not required to, monitor User Generated Content. If Champlin Wireless becomes aware of User Generated Content that violates these Terms of Use or that it believes to be obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable, Champlin Wireless may act to restrict access to or availability of this material, without notice to you and in its sole discretion, or may take other action as described elsewhere in these Terms of Use.

If you notice that any other user's submissions appear to violate these Terms of Use, or if any other user ever makes you feel harassed or unsafe, please contact Champlin Wireless by e-mailing [info@champlinwireless.com](mailto:info@champlinwireless.com).

Internet transmissions are never completely private or secure. You understand that any User Generated Content that you send through the Services may be read or intercepted by others. By sending User Generated Content to Champlin Wireless, you release

## CHAMPLIN WIRELESS COMMUNICATIONS

Champlin Wireless of any duty or obligation it might otherwise have to review or act in response to the User Generated Content, and of any duty or obligation that it might otherwise have to you in connection with any action it chooses to take in response to your User Generated Content.

***Unsolicited Ideas:*** Champlin Wireless and its parent company, subsidiaries and affiliates have been actively engaged in research and development in diversified scientific and business areas for many years. In order to protect the interests of Champlin Wireless, its parent company, affiliates and subsidiaries in the ideas and information which have been conceived or developed internally, and to avoid possible future misunderstandings with you or others, Champlin Wireless does not solicit ideas, inventions, and the like or agree to receive any confidential information from persons or entities outside the Canon group of companies. Champlin Wireless maintains a strict policy of not accepting or considering any creative ideas, suggestions or materials from the public ("Unsolicited Idea(s)") and therefore you should not submit any Unsolicited Ideas to Champlin Wireless in any User Generated Content through this Services or otherwise. Champlin Wireless does not wish to receive Unsolicited Ideas from you and has expressly advised you not to submit them. If you nonetheless intend to submit an Unsolicited Idea, Champlin Wireless strongly recommends that you first consult an attorney in order to evaluate the effect that submitting such an Unsolicited Idea would have on any rights that you might otherwise have.

Nonetheless, if you do send Champlin Wireless an Unsolicited Idea that is not already protected by a United States patent or is not public information, it immediately becomes the property of Champlin Wireless. By submitting an Unsolicited Idea to Champlin Wireless, you agree to convey your ownership interest in the Unsolicited Idea to Champlin Wireless, and that Champlin Wireless will exclusively own all rights, title and interest therein. Furthermore, Champlin Wireless will be free to use, without any compensation to you whatsoever, any concepts, ideas, know-how or techniques contained in any Unsolicited Idea for any purpose whatsoever, including but not limited to developing, manufacturing, and marketing products using such information. Champlin Wireless will not be liable for such use or disclosure of such Unsolicited Idea or for any similarities in the Unsolicited Idea and any future Champlin Wireless uses or activities.

## CHAMPLIN WIRELESS COMMUNICATIONS

### 6 USE OF SERVICES

You agree that your use of the Services will comply with applicable laws. In addition, you agree not to take any steps in connection with your use of the Services that could adversely affect Champlin Wireless, including engaging in or attempting to engage in the following conduct:

- interrupting the operation of the Services in any manner whatsoever, including by imposing an unreasonable load on the Services;
- deleting or revising any material or other information of any other user, Champlin Wireless, or any third party;
- harvesting or otherwise collecting information about others, including e-mail addresses, without their consent;
- deciphering, decompiling, disassembling, or reverse-engineering any of the software comprising or in any way making up a part of the Services;
- posting advertisements or solicitations of business other than those explicitly approved by Champlin Wireless;
- defeating, investigating, or providing information concerning methods of defeating security mechanisms, including by allowing another person to access the Services using credentials issued to you, or by falsifying, deleting, or concealing Internet Protocol header, email sender, or other identifying information;
- engaging in conduct that restricts, inhibits or discourages any other person or entity from using or enjoying all or any portion, features or functions of the Services, or which, in Champlin Wireless' judgment, exposes Champlin Wireless or any of its users, customers, or suppliers to any liability or detriment of any type;
- engaging in conduct affecting Champlin Wireless adversely or reflecting negatively on Champlin Wireless, the Services, Champlin Wireless' goodwill, name or reputation or causing duress, distress or discomfort to Champlin Wireless or anyone else, or discouraging any person or entity from doing business with Champlin Wireless; or
- taking any other action that could endanger or cause damage to Champlin Wireless', other users of the Services, or other third parties.

## CHAMPLIN WIRELESS COMMUNICATIONS

- 7 Champlin Wireless may take any action that it deems appropriate if it determines, in its exclusive discretion, that you have engaged in any of these practices or otherwise violated these Terms of Use. Such action may include termination of your access to the Services or initiation of civil or criminal legal proceedings. Under these circumstances, Champlin Wireless may also investigate your use of the Services and provide information about your use to law enforcement.

### 8 **OUR INTELLECTUAL PROPERTY RIGHTS**

**Copyright:** All materials on the Services, including but not limited to images, software, audio, text and video clips (the "Materials"), are protected by copyright under U.S. copyright law, international conventions and other copyright laws. All Materials are owned or licensed by Champlin Wireless or by its third-party licensors. You cannot use the Materials, except as specified herein. Any unauthorized use of the Materials may violate, without limitation, copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. You may not change the Materials in any way or reproduce, publicly display, distribute or otherwise use the Materials for any public or commercial purpose. Any reproduction of the Materials on any other web site or networked computer environment for any purpose is prohibited.

**Trademarks:** Champlin Wireless trademarks, logos, and service marks and those trademarks, logos, and service marks licensed to Champlin Wireless by Champlin Wireless (collectively, the "Trademarks") displayed on the Services, including but not limited to the Champlin Wireless logo, are registered and unregistered marks of Champlin Wireless or Champlin Wireless Communications. All other trademarks, trade names, product names, service marks and all other non-Champlin Wireless marks are the property of their respective owners. Nothing contained on the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Services without the written permission of Champlin Wireless or such third party that may own other trademarks displayed on the Services. The absence of a product or service name or logo anywhere in the text of the Services does not constitute a waiver of any trademark or other intellectual property rights concerning that name or logo.

### **NOTICE OF COPYRIGHT INFRINGEMENT**

If you believe in good faith that your copyrighted work has been

## CHAMPLIN WIRELESS COMMUNICATIONS

reproduced on or linked from the Services without authorization in a way that constitutes copyright infringement, please provide Champlin Wireless' designated agent with the following information:

- identification of the copyrighted work claimed to have been infringed;
- identification of the allegedly infringing material on the Services that is requested to be removed;
- your name, address and daytime telephone number, and an e-mail address if available, so that Champlin Wireless may contact you if necessary;
- a statement that you have a good-faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or the law;
- a statement that the information in the notification is accurate, and under penalty of perjury, that the signatory is authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed; and
- an electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement.

9 Champlin Wireless agent for notice of claims of infringement on the Services is:

By U.S. Mail:

**Copyright Agent**  
**Champlin Wireless**  
**2332 4th Street, Suite A**  
**Berkeley, CA 94710**

By Email:

[info@champlinwireless.com](mailto:info@champlinwireless.com).

By Fax:

**(866) 675-3944**

This contact information is only for suspected copyright infringement. Contact information for other matters is provided elsewhere on the Services. Upon receipt of such a notice of claimed infringement (or any statement in conformance with 17 U.S.C. § 512(c)(3)), Champlin Wireless will act expeditiously to remove or disable access to any content that is claimed to be infringing upon the copyright of any person under the laws of the United States, and will terminate the Services privileges of those who repeatedly infringe on the copyright of others.

## CHAMPLIN WIRELESS COMMUNICATIONS

United States law imposes substantial penalties for falsely submitting a notice of copyright infringement.

### **10 USER IDS AND PASSWORDS**

Certain areas of the Services may offer the opportunity to register or create an account. You will be asked to create a user ID and password in connection with such an account. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. Champlin Wireless cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

If Champlin Wireless requests that you provide information about yourself in connection with your creation of an account, you agree that the information that you provide will be entirely truthful and accurate. If the information that you provide to Champlin Wireless changes, you agree to promptly provide Champlin Wireless with updated information.

### **11 OTHER AGREEMENTS; SOFTWARE, SOLUTIONS, OR ACCESS**

Champlin Wireless may provide products (such as hardware or software), services and solutions, including our cloud solutions, or access to subsites of the Services under Other Agreements. Champlin Wireless' obligations with respect to any product, solution, or access that it makes available to you under any Other Agreement shall be governed solely by the Other Agreements, under which such product or service is provided and these Terms shall not be deemed or construed to alter the terms of such Other Agreements.

### **12 USE OF SOFTWARE**

Any software that is available on the Services ("Software") is the copyrighted work of Champlin Wireless and/or its licensors. Copying or reproducing the Software to any other server or location for further reproduction or redistribution is strictly prohibited, unless such reproduction or redistribution is permitted by a license agreement accompanying such Software. You may not create derivative works of the Software, or attempt to decompile or reverse-engineer the Software unless otherwise permitted by law. Use of the Software is subject to the license terms of any license agreement that may accompany or is provided with the Software. You may not download any Software until you have read and accepted the terms of the accompanying software license.

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***Export Controls:*** Software available on the Services is further subject to United States Export Controls. No software available on the Services may be downloaded or exported (i) into (or to a national or resident of) any country to which the United States has embargoed goods; or (ii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or using the Commerce Department's Table of Deny Orders. By downloading any Software, you represent and warrant that you are not located in, or under the control of, or a national or resident of any such country or on any such list.

### **13 MOBILE APPLICATIONS**

If Champlin Wireless offers products and services through applications available on your wireless or other mobile Device (such as a mobile phone) (the "Mobile Application Services"), these Mobile Application Services are governed by the applicable additional terms governing such Mobile Application Service. We do not charge for these Mobile Application Services unless otherwise provided in the applicable additional terms. However, your wireless carrier's standard messaging rates and other messaging, data and other rates and charges will apply to certain Mobile Application Services. You should check with your

## CHAMPLIN WIRELESS COMMUNICATIONS

carrier to find out what plans your carrier offers and how much the plans cost. In addition, the use or availability of certain Mobile Application Services may be prohibited or restricted by your wireless carrier, and not all Mobile Application Services may work with all wireless carriers or Devices. Therefore, you should check with your wireless carrier to find out if the Mobile Application Services are available for your wireless Device, and what restrictions, if any, may be applicable to your use of such Mobile Application Services.

### **14 LINKS TO OTHER WEBSITES AND PRODUCTS**

***Champlin Wireless Subsites:*** You may be required to agree to Other Agreements and user codes of conduct in order to access certain portions of the Services, which are known as "subsites." If you attempt to access a subsite that requires you to enter into such a supplemental agreement, the controller of that subsite will advise you and provide you with an opportunity to review the Other Agreement and agree to it before accessing the subsite or using such subsite's services. Both these Terms of Use and the Other Agreements will govern your use of the subsite. In the event of any inconsistency between these Terms of Use and the Other Agreements, the Other Agreements will control, except that nothing in the Other Agreements may limit (a) Champlin Wireless' disclaimer of warranties, (b) your agreement to indemnify Champlin Wireless, or (c) the licenses you grant to Champlin Wireless or other intellectual property.

***Third Party Links:*** Mention of third party products, companies and web sites on the Services is for informational purposes only and constitutes neither an endorsement nor a recommendation. Champlin Wireless makes no representations regarding the quality, safety or suitability of any products by third party companies. Likewise, links to third party sites are provided for your convenience only, and Champlin Wireless is not responsible for the content of any site linked to or from the Services. Links from the Services to any other site do not mean that Champlin Wireless approves, or endorses or recommends that site. Champlin Wireless disclaims all warranties, express or implied, as to the accuracy, legality, reliability or validity of any content on any other site. Viewing of all other sites is at your own risk.

### **15 CONTESTS, SWEEPSTAKES AND OTHER PROMOTIONS**

The Services may include contests, sweepstakes or other promotions ("Promotions") that offer prizes or require you to send in material or

## CHAMPLIN WIRELESS COMMUNICATIONS

information about yourself. Each Promotion has its own rules, which you must read and agree to before you may enter.

### 16 E-COMMERCE

**Terms of Sale Shall Govern:** These Terms of Use govern your access to and use of the Services. You acknowledge and agree that your rights and responsibilities regarding purchases made through the Services will be governed by such other terms and conditions as provided in the applicable terms of sale. In the event there is a conflict between these Terms of Use and the terms provided in an applicable terms of sale, the terms of sale shall prevail.

**Pricing:** We cannot confirm the price or availability of an item until you order. We try to be as accurate as possible. However, despite our best efforts, a small number of the items available for sale or lease may not be available, the offer may have been misstated or expired, or an item may be mispriced. The correct price for any item will appear in your shopping cart before you check out. Please be sure to verify the price for your purchase in your cart before submitting payment.

**Availability of Products and Services:** The products and services displayed on the Services may not be available for purchase in your particular country or locality. The reference to such products and services in the Services does not imply or warrant that these products or services will be available at any time in your particular location, or at the price or terms displayed on the Services. We do not warrant that product descriptions or other Services content is accurate, complete, reliable, current, or error-free.

INFORMATION REGARDING CHAMPLIN WIRELESS' PRODUCTS AND SERVICES, INCLUDING THEIR AVAILABILITY, APPEARANCE, PRICE AND SPECIFICATIONS IS SUBJECT TO CHANGE WITHOUT NOTICE. SUCH INFORMATION DOES NOT CONSTITUTE A REPRESENTATION, WARRANTY OR OTHER COMMITMENT BY CHAMPLIN WIRELESS WITH RESPECT TO ANY PRODUCT OR SERVICE AND CHAMPLIN WIRELESS HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, MERCHANTABILITY, SUITABILITY FOR ANY PARTICULAR PURPOSE OR COMPLETENESS THEREOF.

### 17 DISCLAIMER

YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK. THE SERVICES (INCLUDING ALL CONTENT AND FUNCTIONS MADE AVAILABLE ON OR ACCESSED THROUGH THE SERVICES)

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ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, CHAMPLIN WIRELESS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER (1) FOR THE ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY CONTENT PUBLISHED ON OR AVAILABLE THROUGH THE SERVICES, (2) THAT THE SERVER THAT MAKES THE SERVICES AVAILABLE IS FREE OF VIRUSES OR OTHER COMPONENTS THAT MAY INFECT, HARM OR CAUSE DAMAGE TO YOUR COMPUTER EQUIPMENT OR ANY OTHER PROPERTY WHEN YOU ACCESS, BROWSE, DOWNLOAD FROM OR OTHERWISE USE THE SITE, (3) THAT CANON U.S.A. WILL CONTINUE TO PROVIDE THE SERVICES OR, IF IT DOES CONTINUE TO PROVIDE THE SERVICES, THAT THE SERVICES WILL CONTINUE TO PROVIDE THE SERVICES IT CURRENTLY PROVIDES OR THAT THE SERVICES WILL FUNCTION THE WAY THAT IT CURRENTLY DOES; OR (4) THAT ANY OF YOUR CONTENT OR COMMUNICATIONS WILL BE RETAINED OR STORED ON THE SERVICES FOR ANY PARTICULAR AMOUNT OF TIME. OTHER USERS OF THE SERVICES MAY SUBMIT CONTENT OR COMMUNICATIONS IN A WAY THAT IS PUBLICLY ACCESSIBLE, AND CHAMPLIN WIRELESS CANNOT PREDICT THE CONTENT OR COMMUNICATIONS THAT USERS POST. CHAMPLIN WIRELESS THEREFORE DOES NOT WARRANT OR REPRESENT THAT THE CONTENT ON THE SERVICES WILL BE APPROPRIATE FOR ANY PARTICULAR AUDIENCE OR THAT YOU WILL NOT BE HARMED BY VIEWING THE CONTENT ON THE SERVICES. BECAUSE ACCESSING THE SERVICES IS INHERENTLY RISKY, YOU ASSUME ALL RISKS ASSOCIATED WITH YOUR DECISION TO ACCESS IT. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO CHAMPLIN WIRELESS' NEGLIGENCE OR GROSS NEGLIGENCE, WILL CHAMPLIN WIRELESS, OR ANY OTHER PARTY INVOLVED IN CREATING, HOSTING OR DELIVERING THE SERVICES, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER DAMAGES WHATSOEVER ARISING OUT OF YOUR ACCESS TO, OR USE OF, THE SITE, EVEN IF CHAMPLIN WIRELESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PLEASE NOTE THAT SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR CONDITIONS, SO SOME OF THE ABOVE

## CHAMPLIN WIRELESS COMMUNICATIONS

EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THE EXCLUSION OF IMPLIED WARRANTIES.

CHAMPION WIRELESS DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, TO THE GREATEST EXTENT PERMITTED BY LAW. CHAMPION WIRELESS ALSO ASSUMES NO RESPONSIBILITY, AND WILL NOT BE LIABLE FOR, ANY DAMAGE TO OR VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY, OR FOR ANY LOSS OR CORRUPTION OF DATA ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING IN THE SERVICES, OR YOUR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO, OR AUDIO FROM THE SITE.

NOTWITHSTANDING THE LIMITATION OF LIABILITY CONTAINED HEREIN, IN NO EVENT SHALL CHAMPLIN WIRELESS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SERVICES.

### **18 INDEMNIFICATION**

You agree to indemnify, defend and hold Champlin Wireless and all of its agents, directors, employees, information providers, licensors and licensees, officers and parent, (collectively "Indemnified Parties") harmless from and against any and all liability and costs (including, without limitation attorneys' fees and costs), incurred by the Indemnified Parties in connection with your use of the Services or any claim in connection with or resulting from any breach by you of these Terms of Use. You agree to cooperate fully in Champlin Wireless' defense of any such claim. You agree that Champlin Wireless shall be entitled to select its own counsel, at your expense, to defend it in connection with any claim subject to indemnification by you. You agree that Champlin Wireless, and not you, will have control over the defense of any such claim. You further agree that you will not in any event settle any matter involving Champlin Wireless, whether or not the settlement binds or is on behalf of Champlin Wireless, without the written consent of Champlin Wireless.

### **19 TERMINATION**

Champlin Wireless may terminate this agreement and/or suspend or terminate your access to the Services for any reason at any time without notice to you. If you wish to discontinue your access to the

## CHAMPLIN WIRELESS COMMUNICATIONS

Services and cancel any account that you have been issued, please refer to the supplemental terms of that particular subsite or service. Otherwise applicable sections of the Terms of Use shall survive any termination of your account or this agreement. In particular, because the licenses you grant to us are perpetual, these licenses survive any termination of this agreement.

### **20 APPLICABLE LAWS**

The Services are administered by Champlin Wireless from its offices in Berkeley, California, United States of America. These Terms of Use and the Other Agreements are governed and interpreted under the laws of the State of California. You agree that any claim or dispute against Champlin Wireless arising out of or relating to the use of the Services must be resolved by a court located in Alameda County, in the State of California, unless otherwise agreed upon by all parties. Any claim or cause of action arising out of or related to your use of the Services must be filed within one (1) year after such claim or cause of action arose, regardless of any statute or law to the contrary. In the event any such claim or cause of action is not filed within such one (1) year period, such claim or cause of action shall be forever barred.

### **21 GENERAL PROVISIONS**

These Terms of Use and the Champlin Wireless Online Privacy Statement, which are part of this agreement and are incorporated herein by reference, set forth the entire understanding and agreement between you and Champlin Wireless with respect to the Services. You acknowledge that any other agreements between you and Champlin Wireless with respect to the Services are superseded and of no force or effect. If any provision of these Terms of Use shall be determined to be unlawful, void or for any reason unenforceable by a court or other legal authority of competent jurisdiction, then that provision will be severed from these Terms of Use and will be deemed replaced by an equivalent enforceable provision that, as nearly as possible, reflects the intent of the parties. The severance of any individual provision of these Terms of Use will not affect the validity and enforceability of any remaining provisions.

**BY CONTINUING TO USE THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF USE.**