

## **ACCEPTABLE USE POLICY (AUP)**

**DEFINING CHANNEL OWNERSHIP:** Channel Ownership is defined as the person that possesses level 500 access in a specific channel. It is his/her channel to do as he/she wishes, but his/her actions must fall within Othernet's channel policy, as detailed further in this document.

**UNACCEPTABLE CHANNELS:** Othernet prides itself on providing professional forums for our user's use. With that in mind, there are certain channels on our network are expressly forbidden. We have made it our policy to immediately terminate the connection to our network for any user that creates channels of the following types:

Pornographic channels, including adult consensual sex channels;  
Child endangerment channels;  
Hacking channels;  
Pay channels not approved by Othernet;  
Hate/Discrimination channels;  
Warez channels

**Please note:** This list is not all encompassing. Othernet reserves the right to remove or add channels to this list without prior notice.

**INAPPROPRIATE BEHAVIOR:** While one hopes that our users will maintain a degree of professionalism, will treat our Network with respect and follow our rules, there are times when a few of the "rotten apples" tend to make his/her point, and usually with great fanfare.

Below are a few sample situations that are considered inappropriate on our network and can result in a removal from our network. You will find more detailed information within our Terms of Service.

- Flooding network channels
- Flooding another user's channel
- Using channel for unacceptable means
- Using the Channel Services Bot (X) to spam/invite other users to his/her channel
- Spamming (unwanted advertising) of services, other networks, programs, etc.
- Harassing other users either in message or in open channel
- Actions in direct violation Othernet Financial Network Terms of Service

**Please note:** Channel Owner's reserve the right to govern their channels as they see fit, as long as they do not violate our AUP and/or TOS. While we certainly believe you have the right to your opinion and views, we will not interfere with any decision rendered by the Channel Owner.

## **OTHERNET FINANCIAL NETWORK TERMS OF SERVICE**

By using the Othernet Financial Network (the Network) you confirm your agreement to the following Terms of Service. We may update and modify these Terms of Service from time to time, and by continuing to use the Network after posting of a modification, you accept the modification. If you object to any terms and conditions of the Terms of Service at any time, you should discontinue use of the Network.

### **SUMMARY OF TERMS**

Othernet Financial Network, Othernet Financial Network, Inc. and its employees assume no responsibility for the accuracy, completeness, objectivity, or usefulness of the information presented on our Network. We do not endorse any recommendation or opinion made by any member, nor do we advocate the purchase or sale of any security or investment. You are responsible for your own investment decisions.

You agree that you will not use our Network for illegal purposes including posting information you know to be false, unlawful, libelous, harassing, profane, abusive, threatening, obscene, vulgar, or otherwise objectionable. You agree that you will not use our Network to distribute junk mail, spam, chain letters, or any other form of an unapproved mass e-mail or solicitation.

You accept the Network as is.

Please report any violations of these Terms of Service to [web@othernet.org](mailto:web@othernet.org)

1. **ACCEPTANCE OF TERMS:** Welcome Othernet Financial Network provides its service to you, subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. PLEASE READ THIS DOCUMENT CAREFULLY. In addition, when using particular Othernet Financial Network services, you and Othernet Financial Network shall be subject to any posted guidelines or rules applicable to such services, which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the TOS.

You understand that accessing or transmitting information, registering or otherwise participating in any of the Othernet Financial Network services constitutes and shall be deemed an acceptance by you of the following Terms and Conditions. Othernet Financial Network reserves the right, at its sole discretion to change, modify or add to these Terms and Conditions, at any time, and without prior notice to you. If you do not wish to be bound by these Terms and Conditions, you must not use or participate in any of the Othernet Financial Network services.

2. **DESCRIPTION AND USE OF INFORMATION ON SERVICE:** Othernet Financial Network currently provides users with access to a rich collection of on-

line resources, including, various communications tools, online forums, shopping services, personalized content and branded programming through its network of properties (the "Service"). Unless explicitly stated otherwise, any new features that augments or enhances the current Service, including the release of new Othernet Financial Network properties, shall be subject to the TOS. You understand and agree that the Network is provided "AS-IS" and that Othernet Financial Network assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

In order to use the Network, you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. Please be aware that Othernet Financial Network has created certain areas on the Network that contain financial content. You must be at least 18 years of age to engage in the trading of US Securities.

Othernet Financial Network Forums provides users an area to discuss financial happenings and includes information, views, opinions, and recommendations of many individuals and organizations.

You are responsible for your own investment decisions. The Network is designed to help you acquire the information you need to help you make your own decisions. You, however, must make those decisions. You are responsible for properly analyzing and verifying any information you intend to rely upon.

Othernet Financial Network, Othernet Financial Network, Inc. and its employees assume no responsibility for the accuracy, completeness, objectivity, or usefulness of the information presented on our Network. We do not endorse any recommendation or opinion made by any member, nor do we advocate the purchase or sale of any security or investment.

Othernet Financial Network does not routinely screen, edit, or review messages posted by its members. However, we do reserve the right to monitor or remove any post, at any time, from the Network without notice. We also reserve the right to terminate any member's membership at any time, without notice.

Members should be aware that other members may not be who they say they are. Othernet Financial Network takes no action to perform a background check on any of the members' alias profiles. We do not guarantee that members' alias profiles contain accurate information. Members should also be aware that other members may use our Network for personal gain. Therefore, investors should approach messages with appropriate skepticism.

Messages posted by individuals may be misleading, deceptive, or in error. If you disagree with a posting, you may want to post a response. It is the policy of Othernet Financial Network to allow our members to freely discuss issues in a free and open manner, and we will not take sides in disagreements or disputes involving our members, so do not ask us to do so. If you believe a message has been intentionally posted in violation of securities laws you should contact the Securities and Exchange Commission [SEC]. The SEC's e-mail address for complaints is [enforcement@sec.gov](mailto:enforcement@sec.gov)

You should be aware of the potential risks of on-line investing and market analysis. The SEC publishes information on cyber fraud. The NASDR provides analysis on how to invest carefully in the electronic world. The NASAA provides tips on how to avoid online investment schemes aimed at taking advantage of unsuspecting investors. Their websites are instructive and can be found at:

- <http://www.sec.gov>
- <http://www.nasdr.com>
- <http://www.nasaa.org>

Othernet Financial Network, Inc., and its staff may have financial interests in some of the investment vehicles discussed through the Network.

3. **OTHERNET FINANCIAL NETWORK PRIVACY POLICY:** Registration Data and certain other information about you is subject to our Privacy Policy. For more information, please see our full privacy policy at (<http://www.othernet.org/policies/>).

You are hereby cautioned that any on-line communications (message/discussion/live chat) may not be fully confidential. You should be aware that Othernet Financial Network personnel, from time to time, will monitor all message boards, discussion threads and publicly posted live chat in the course of their regular duties and have access to communications for technical and operational purposes. Othernet Financial Network may disclose such communications to any regulatory agency required by law. Othernet Financial Network in no way shape or form monitors private communications via the following: message (/msg), query or dcc chat.

4. **MEMBER CONDUCT:** You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not Othernet Financial Network, are entirely responsible for all Content that you upload, post, email or otherwise transmit via the Network. Othernet Financial Network does not control the Content posted via the Network and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Network, you may be exposed to Content that is

offensive, indecent or objectionable. Under no circumstances will Othernet Financial Network be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise transmitted via the Network.

You agree to not use the Network to:

- a) upload, post, email or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b) impersonate any person or entity, including, but not limited to, a Othernet Financial Network official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- c) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Network;
- d) upload, post, email or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- e) upload, post, email or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- f) upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping rooms) that are designated for such purpose;
- g) upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- h) disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Network are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;

- i) interfere with or disrupt the Network or servers or networks connected to the Network, or disobey any requirements, procedures, policies or regulations of networks connected to the Network;
- j) intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- k) "stalk" or otherwise harass another; or
- l) collect or store personal data about other users.

## 5. POSTINGS AND MESSAGES

- a) Messages may be posted within the Network by any member. You understand that any information, commentary, recommendations, advice, investment ideas or materials provided on any bulletin board, message board, chat services, or other online conference or telecast through the Network by a member of the Network, is not the views of, or attributable to Othernet Financial Network, and that any and all individuals providing such information are not employees, associated persons, or agents of, or otherwise affiliated with Othernet Financial Network. You understand that the information contained in a message or comment posted is probably not a complete analysis of every material fact respecting any company, industry or security. You should not believe that a Channel Moderator has any additional insight or information about any topic. Othernet Financial Network may engage independent contractors to assist Othernet Financial Network in monitoring the Network for violations of these Terms and Conditions.
- b) Neither Othernet Financial Network nor any independent contractor engaged by it assumes any responsibility for, and does not guarantee, the accuracy, currency, completeness or usefulness of information in any material in the Network and it does not endorse any opinions or recommendations posted by you or other members. You should exercise discretion and skepticism before relying on information in messages, since it may be incorrect or misleading. You agree that to the extent that you rely on information posted within the Network, you do so solely at your own risk.
- c) You acknowledge that Othernet Financial Network does not pre-screen Content, but that Othernet Financial Network and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any

Content that is available via the Network. Without limiting the foregoing, Othernet Financial Network and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by Othernet Financial Network or submitted to Othernet Financial Network, including without limitation information in Othernet Financial Network Message Boards, Othernet Financial Network Clubs, and in all other parts of the Network.

You acknowledge and agree that Othernet Financial Network may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to:

- a) comply with legal process;
- b) enforce the TOS;
- c) respond to claims that any Content violates the rights of third-parties; or
- d) protect the rights, property, or personal safety of Othernet Financial Network, its users and the public.

You understand that the technical processing and transmission of the Network, including your Content, may involve:

- a) transmissions over various networks; and
- b) changes to conform and adapt to technical requirements of connecting networks or devices.

## **8. PUBLIC CONTENT POSTED TO OTHERNET FINANCIAL NETWORK**

- a) For purposes of the TOS, "publicly accessible areas of the Network" are those accessible by the general public. By way of example, a publicly accessible area of the Network would include public Othernet Financial Network Clubs and Othernet Financial Network Message Boards.
- b) With respect to Content you elect to post for inclusion in publicly accessible areas of Othernet Financial Network Clubs or that consists of photos or other graphics you elect to post to any other publicly accessible area of the Network, you grant Othernet Financial Network the worldwide, royalty free and non-exclusive license to reproduce, modify, adapt and publish such Content on the Network solely for the purpose of

displaying, distributing and promoting Othernet Financial Network to which such Content was submitted, or, in the case of photos or graphics, solely for the purpose for which such photo or graphic was submitted to the Network. This license exists only for as long as you elect to continue to include such Content on the Network and shall be terminated at the time you delete such Content from the Network.

- c) With respect to all other Content you elect to post to other publicly accessible areas of the Network, you grant Othernet Financial Network the royalty-free, perpetual, irrevocable, non-exclusive and fully sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Content (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed.
9. **INDEMNITY:** You agree to indemnify and hold Othernet Financial Network, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post to or transmit through the Network, your use of the Network, your connection to the Network, your violation of the TOS, or your violation of any rights of another. Othernet Financial Network reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.
  10. **OTHERNET FINANCIAL NETWORK'S RIGHT TO USE CONTENT:** The content available throughout the Network is the property of Othernet Financial Network and Othernet Financial Network, Inc. and is protected by copyrights and trademarks. You may display, reformat, and print information found on the Network for personal use only. You agree not to reproduce, transmit, repost, distribute, sell, publish, broadcast, or in any other way commercially exploit any of the content without our written consent.

You agree that upon posting information on the Network, you grant and assign Othernet Financial Network and Othernet Financial Network, Inc., and their successors a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, distribute, display, reproduce, and create derivative works from such material in any and all media, in any manner, whole or part, without any duty to account to you. You also grant Othernet Financial Network and Othernet Financial Network, Inc. the right to authorize the downloading and printing of such material, or any portion thereof, by end users for their personal use.

11. **NO RESALE OF SERVICE:** You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Network, use of the Network, or access to the Network.

12. **GENERAL PRACTICES REGARDING USE AND STORAGE:** You acknowledge that Othernet Financial Network may establish general practices and limits concerning use of the Network, including without limitation the maximum number of days that email messages, message board postings or other uploaded Content will be retained by the Network, the maximum number of email messages that may be sent from or received by an account on the Network, the maximum size of any email message that may be sent from or received by an account on the Network, the maximum disk space that will be allotted on Othernet Financial Network's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Network in a given period of time. You agree that Othernet Financial Network has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Network. You acknowledge that Othernet Financial Network reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that Othernet Financial Network reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.
13. **MODIFICATIONS TO NETWORK:** Othernet Financial Network reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Network (or any part thereof) with or without notice. You agree that Othernet Financial Network shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Network.
14. **TERMINATION:** You agree that Othernet Financial Network, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Network, and remove and discard any Content within the Network, for any reason, including, without limitation, for lack of use or if Othernet Financial Network believes that you have violated or acted inconsistently with the letter or spirit of the TOS. Othernet Financial Network may also in its sole discretion and at any time discontinue providing the Network, or any part thereof, with or without notice. You agree that any termination of your access to the Network under any provision of this TOS may be effected without prior notice, and acknowledge and agree that Othernet Financial Network may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Network. Further, you agree that Othernet Financial Network shall not be liable to you or any third-party for any termination of your access to the Network or any claims related to the termination of Network.
15. **DEALINGS WITH ADVERTISERS:** Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Network, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that Othernet

Financial Network shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Network.

16. **LINKS:** The Network may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Othernet Financial Network has no control over such sites and resources, you acknowledge and agree that Othernet Financial Network is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Othernet Financial Network shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.
17. **OTHERNET FINANCIAL NETWORK'S PROPRIETARY RIGHTS:** You acknowledge and agree that the Network and any necessary software used in connection with the Network ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Network or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Othernet Financial Network or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Network or the Software, in whole or in part.

Othernet Financial Network grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Network. You agree not to access the Network by any means other than through the interface that is provided by Othernet Financial Network for use in accessing the Network.

18. **DISCLAIMER OF WARRANTIES: YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
  - a) your use of the Network is at your sole risk. The Network is provided on an "as is" and "as available" basis. Othernet Financial Network expressly disclaims all warranties of any kind, whether express or implied,

including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

- b) Othernet Financial Network makes no warranty that:
  - (i) the Network will meet your requirements,
  - (ii) the Network will be uninterrupted, timely, secure, or error-free,
  - (iii) the results that may be obtained from the use of the Network will be accurate or reliable,
  - (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Network will meet your expectations, and
  - (v) any errors in the software will be corrected.
- c) any material downloaded or otherwise obtained through the use of the Network is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.
- d) no advice or information, whether oral or written, obtained by you from Othernet Financial Network or through or from the Network shall create any warranty not expressly stated in the TOS.

19. **LIMITATION OF LIABILITY:** you expressly understand and agree that Othernet Financial Network shall not be liable 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 intangible losses (even if Othernet Financial Network has been advised of the possibility of such damages), resulting from:

- (i) The use or the inability to use the Network;
- (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Network;
- (iii) unauthorized access to or alteration of your transmissions or data;
- (iv) statements or conduct of any third party on the Network; or
- (v) any other matter relating to the Network.

20. **EXCLUSIONS AND LIMITATIONS:** some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations of sections 16 and 17 may not apply to you.
21. **SPECIAL ADMONITION FOR SERVICES RELATING TO FINANCIAL MATTERS:**
- a) You understand and agree that Othernet Financial Network does not recommend any security, financial product or instrument, nor does any mention of a particular security in this Website or anywhere in the Network constitute a recommendation by Othernet Financial Network to buy, sell, or hold that or any other security, financial product or investment discussed therein. You understand and agree that Othernet Financial Network also does not offer or provide any investment advice or opinion regarding the nature, potential, value, suitability or profitability of any particular security, portfolio of securities, transaction, investment strategy or other matter. You also understand and acknowledge that Othernet Financial Network provides no tax, legal or investment advice. You also understand and agree that by accessing this Website or participating in the Network that any information provided therein is not to be used or considered as an offer, or a solicitation of an offer, to buy or sell securities by Othernet Financial Network.
  - b) You understand and agree that the Network is provided solely for the information and use of registered members who are expected to make their own investment decisions without reliance on this information, and Othernet Financial Network, its affiliates and any independent contractor engaged by Othernet Financial Network to assist in monitoring the Network, accept no liability whatsoever for any direct or consequential loss arising from any use of information available to you in the Network. You agree that any investment decisions you make will be based solely on your evaluation of your financial circumstances, investment objectives, risk tolerance, financial condition, and liquidity needs. You also understand and acknowledge that Othernet Financial Network and its employees are not authorized to give any such advice and that you will not solicit or rely upon any such advice from Othernet Financial Network or any of its employees or agents. You acknowledge that Othernet Financial Network or any of its employees or agents are not, and your access to information through the Network will not, cause Othernet Financial Network or its employees or agents to be an investment advisor with respect to you.
  - c) If you intend to create or join any Network, receive or request any news, messages, alerts or other information from the Network concerning companies, stock quotes, investments or securities, please read the above

Sections 16 and 17 again. They go doubly for you. In addition, for this type of information particularly, the phrase "Let the investor beware" is apt. The Network is provided for informational purposes only, and no Content included in the Network is intended for trading or investing purposes. Othernet Financial Network shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted via the Network, and shall not be responsible or liable for any trading or investment decisions made based on such information.

22. **COPYRIGHTS and COPYRIGHT AGENTS:** Othernet Financial Network respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Othernet Financial Network's Copyright Agent the following information:

- a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- b) a description of the copyrighted work that you claim has been infringed;
- c) a description of where the material that you claim is infringing is located on the site;
- d) your address, telephone number, and email address;
- e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- f) a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

23. **GENERAL INFORMATION:** The TOS constitute the entire agreement between you and Othernet Financial Network and govern your use of the Network, superceding any prior agreements between you and Othernet Financial Network. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The TOS and the relationship between you and Othernet Financial Network shall be governed by the laws of the State of Mississippi without regard to its conflict of law provisions. You and Othernet Financial Network agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Warren, Mississippi. The failure of Othernet Financial Network to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and

the other provisions of the TOS remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Network or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

24. **GOVERNING LAW:** These Terms and Conditions shall be deemed to have been made in the State of Mississippi and shall be construed, and the rights and liabilities of the parties determined, in accordance with the laws of that State. If any specific terms or condition is held to be invalid, void or unenforceable, that determination shall not affect the validity of the remaining provisions of these Terms and Conditions. Additionally, any action to enforce this Agreement, or alleging a breach or violation of same shall be commenced only in the courts of the State of Mississippi.