

## Legendary Terms of Use

Last updated October 2019

This Website Terms of Use Agreement (“Website Terms”) is between you and Legendary, its past, present, or future parents, subsidiaries, affiliates, predecessors, assignees, successors, and their respective agents, employees, directors, officers, partners, and members (whether acting in their corporate or individual capacity) (“Legendary,” “we” or “us”), with a principal place of business at 5301 Alpha Drive, Dallas, TX 75240. Notwithstanding any language in the Website Terms to the contrary, the Website Terms have the same effect as an agreement in writing and govern your use of this site and its content (the “Website”), your engagement of Legendary’s legal services, your request that Legendary contact you about its credit repair services, and/or your participation in Legendary’s Text Message Program. Legendary’s “Text Message Program” includes sending text message(s) to Legendary and/or receiving text message(s) from Legendary.

BY USING THE WEBSITE, ENGAGING LEGENDARY’S LEGAL SERVICES, REQUESTING THAT LEGENDARY CONTACT YOU ABOUT ITS CREDIT REPAIR SERVICES, AND/OR PARTICIPATING IN LEGENDARY’S TEXT MESSAGE PROGRAM, YOU SIGNIFY YOUR AGREEMENT TO THE WEBSITE TERMS.

Legendary’s Privacy Policy applies to your use of Legendary’s website, all services provided by us, your request that Legendary contact you about its credit repair services, and/or your participation in Legendary’s Text Message Program, and its terms are made a part of the Website Terms. To view Legendary’s Privacy Policy, [click here](#). By using Legendary’s website, engaging our services, requesting that Legendary contact you about its credit repair services, and/or participating in Legendary’s Text Message Program, you acknowledge you have reviewed Legendary’s Privacy Policy and agree to its terms.

BY USING LEGENDARY’S WEBSITE, ENGAGING LEGENDARY’S LEGAL SERVICES, REQUESTING THAT LEGENDARY CONTACT YOU ABOUT ITS CREDIT REPAIR SERVICES, AND/OR PARTICIPATING IN LEGENDARY’S TEXT MESSAGE PROGRAM, **YOU AGREE TO ARBITRATE ALL CLAIMS BETWEEN YOU AND LEGENDARY ON AN INDIVIDUAL BASIS ONLY AND NOT AS A PART OF ANY CLASS. A “CLAIM” IS ANY CASE, CONTROVERSY, DISPUTE, TORT, DISAGREEMENT, LAWSUIT, LEGAL ACTION, OR CLAIM NOW OR HEREAFTER PENDING BETWEEN YOU AND LEGENDARY, INCLUDING BUT NOT LIMITED TO ANY ALLEGED STATE OR FEDERAL STATUTORY VIOLATION, OR ANY DISPUTE OVER THE INTERPRETATION OF THE WEBSITE TERMS OR THE ARBITRABILITY OF ANY CLAIM PURSUANT TO THE WEBSITE TERMS. THIS AGREEMENT TO ARBITRATE GOVERNS ALL PAST, CURRENT AND PROSPECTIVE INTERACTIONS WITH LEGENDARY. YOU AGREE THAT YOU ARE WAIVING ALL RIGHTS TO: (A) A TRIAL BY JURY; (B)**

**PARTICIPATE IN A CLASS ACTION LAW SUIT OR CLASS ACTION ARBITRATION; AND (C) BRING AN ACTION AGAINST LEGENDARY IN A COURT OF LAW. YOU MAY INDIVIDUALLY ARBITRATE ANY CLAIM AGAINST LEGENDARY IN ANY JURISDICTION IN THE UNITED STATES. LEGENDARY WILL REIMBURSE YOU UP TO \$300 OF YOUR ARBITRATION FILING FEE. THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION THEN IN FORCE SHALL GOVERN THE ARBITRATION (provided, however, that the terms of the Website Terms shall control over any inconsistency between the Rules of the American Arbitration Association and the Website Terms). The arbitrator shall have authority to interpret the Website Terms, including but not limited to the authority to decide whether any claim is arbitrable under the Website Terms and to decide issues related to the scope of arbitration, the rules of arbitration, the arbitrator's jurisdiction, and the enforceability of the Website Terms. You agree that the Website Terms involves commerce under 9 U.S.C. §§ 1 et seq. and that this Arbitration Clause is governed by federal law, including the Federal Arbitration Act. The remainder of the Website Terms is governed by the laws of the state of Utah, as provided in Section 17 below.**

#### 1. About The Website Terms

The Website is a service made available by Legendary. If you do not agree to the Website Terms, you may not use the Website. We may modify the Website Terms at any time. If you do not agree to the changes, you must discontinue using the Website, discontinue using Legendary's services, rescind your request that Legendary contact you about its credit repair services, and/or discontinue your participation in Legendary's Text Message Program before the changes take effect. Your continued use of the Website, use of Legendary's services, request that Legendary contact you about its credit repair services, and/or participation in Legendary's Text Message Program after any such changes take effect constitutes your acceptance to such changes. Each time you visit or log in to the Website, continue using Legendary's services, continue your request that Legendary contact you about its credit repair services, and/or participate in Legendary's Text Message Program, you reaffirm your acceptance of the Website Terms. You are responsible for regularly reviewing the Website Terms, by clicking on the "Terms of Use" link at [www.legendarycreditrefresh.com](http://www.legendarycreditrefresh.com). The Website Terms may be supplemented by additional terms and conditions applicable to privacy, specific areas of this Website, or to where particular content or transactions are posted in particular areas of the Website and, together with the Website Terms, govern your use of those areas, content, or transactions.

#### 2. About the Website

The Website gives users information about Legendary's credit repair services, general educational and informational resources about credit, and the ability to sign up for and engage Legendary's services.

### 3. Engagement of Legendary's Services

You are not required to engage Legendary's services in order to visit and read material on the Website; however, you will need to engage Legendary's services if you want it to assist you in your efforts to improve your credit reports and rating. If you engage Legendary, you agree to provide accurate and complete information. You must be legally capable to enter into contracts. It is your responsibility to make any updates to your sign-up information. Each engagement is for a single person only. We do not permit any other person to engage Legendary's services on behalf of another unless you have an appropriate Power of Attorney. You are responsible for preventing such unauthorized use. If you believe there has been unauthorized use, you should notify Legendary immediately by emailing [info@legendarycreditrefresh.com](mailto:info@legendarycreditrefresh.com).

If you participate in Legendary's Text Message Program after you engage Legendary, you may stop receiving servicing text messages by texting STOP (and no other words or characters) to the short code from which you received the Legendary text message(s). Almost all STOP requests are taken care of immediately, but it may take up to 3 business days from the date you text STOP to be removed from Legendary's texting list(s). Note that texting STOP in response to a servicing text message will only stop servicing text messages, and will only stop text messages to the phone number you used to text STOP.

### 4. Case Files

Should you choose to engage Legendary's services, you will enter into a separate written agreement with Legendary. Each legal file we create in conjunction with this separate written agreement is called a "Case File." Your Case File will continue to be subject to the agreements otherwise governing them, except where so noted in the related agreement. Each Case File will be subject to the following:

- The terms or instructions appearing on a screen when using the service;
- Legendary's policies and procedures applicable to the Case File and the online service;
- Applicable state and federal laws and regulations.

### 5. Ownership

The Website contains information, content or advertisements text, photographs, designs, graphics, images, sound and video recordings, animation and other materials and effects (collectively, the "Content") that are protected by copyrights, trademarks, service marks, trade dress, patents or other intellectual or proprietary rights owned by Legendary or other third parties. All trademarks and copyrighted information contained on the Website are the property of their respective owners. Further, Legendary retains all rights (including intellectual property rights), title and interest in the Website, technology, and all underlying technology and data including any enhancements, software, applications and improvements related to the Website

(the "Technology")(the terms Content and Technology collectively will be referred to as the "Materials"). You may not remove from any electronic or printed copy any copyright, trademark, or other proprietary notice.

## 6. Use of Website and Materials

Legendary provides the Website and the Materials for your individual, non-commercial use and solely for the purpose of carrying out individual transactions with the Website. Any other use of the Website or the Materials is strictly prohibited. You may not, either directly or indirectly:

- Modify, republish, redistribute, delete, resell, sublicense, publicly perform, cache by proxy the Website or Materials without the express written permission of Legendary or the applicable rights holder;
- Use the Materials for telemarketing, direct marketing, and commercial mass e-mail or by agents or representatives or e-mail spammers;
- Reverse engineer, decompile, disassemble, merge, copy, use, disclose, rent, lease, loan, sell, sublicense or transfer the underlying source code or structure or sequence of the Technology or delete or alter author attributes or copyright notices;
- Use any network monitoring or discovery software to determine Website architecture, or extract information about usage or users;
- Reformat or frame any portion of the Website or Materials;
- Use any device, software or routine that interferes with the proper working of the Website, or otherwise attempt to interfere with the proper working of the Website;
- Take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure;
- Attempt to gain unauthorized access to other computer systems;
- Violate the Website Terms, applicable law or the rights of others; or disrupt or interfere with the security of, or otherwise cause harm to, the Website.

Any permitted use of the Website does not extend to using the Website or Materials for any illegal purpose, or to transmit to or through the Website or to or through any service any illegal, harmful, threatening, defamatory, obscene, hateful, pornographic or other objectionable material of any kind, or to interfere with, abuse or otherwise violate the legal rights of any third party using the Website or Materials.

Without limiting other remedies, we may limit, suspend, or terminate our service and user accounts, prohibit access to our website, remove hosted content, and take technical and legal steps to keep users off the Website if we think that they are creating problems, possible legal liabilities, or acting inconsistently with the letter or spirit of our policies. We also reserve the right to cancel unconfirmed accounts.

## 7. License

By using the Website, uploading content to or submitting any materials for use on the Website, you grant (or warrant that the owner of such rights has expressly granted) Legendary a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt,

publish, translate, create derivative works from and distribute such materials and/or information generated through use of the Website or incorporate such materials and/or information generated through use of the Website into any form, medium, or technology now known or later developed throughout the universe. We need these rights to host and display your content.

Anonymous, aggregate information that does not contain personally identifiable information, comprising account information, or other available data that is collected through your use of the Website, may be used or licensed by Legendary for various purposes including but not limited to conducting certain analytical research, performance tracking, benchmarking, helping to improve products and services and to assist in troubleshooting and technical support.

## 8. Automated Activity

The Website may use robot exclusion methods, which include robots.txt files and HTML meta tags, which expressly allow and/or exclude specified automated programs from accessing certain portions of the Website. Much of the information on the Website is updated on a real time basis and is proprietary or is licensed to Legendary by our users or third parties. You agree that you will not use any robot, spider, scraper or other automated means to access the Website for any purpose, including but not limited to performing "offline" searches and mirroring, without our express written permission as indicated in the then current robots.txt file or HTML meta tags on the Website. Additionally, you agree that you will not bypass our robot exclusion methods or other measures we may use to prevent or restrict access to the Website.

## 9. Representations

You represent and warrant to us that (a) you are legally capable to enter into contracts, (b) you are providing us at all times true, accurate and up to date information about yourself, (c) you will comply at all times with the Website Terms and applicable law and (d) your use of the Website and any transactions that you make with us will not violate the rights of any third party.

Legendary's services and Website, the underlying information, software and technology are subject to U.S. export controls. None of the Website services or content may be downloaded, or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, North Korea, Iran, Sudan, Syria or any other country subject to U.S. sanctions applicable to the export or re-export of goods, (ii) to anyone on the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons List, or the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List or Nonproliferation Sanctions List. By using Legendary's services and Website, you agree to the foregoing and you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list, and that you acknowledge you are responsible to obtain any necessary U.S. government authorization to ensure compliance with U.S. law.

## 10. Disclaimer

Legendary makes every effort to ensure the information presented in, on or through its Website is accurate; however, Legendary makes no guarantee as to such information, and is not responsible for any resulting loss or damage.

## 11. Warranty, Liability, Indemnification

Legendary makes no representations regarding the availability and performance of its Website. You hereby acknowledge that any use of the Website and reliance upon any Materials shall be at your sole risk and that Legendary shall not be liable for any loss of data, lost profits or any other damages or losses resulting from such use.

THE WEBSITE AND MATERIALS ARE PROVIDED BY LEGENDARY ON AN "AS IS" BASIS AND AS AVAILABLE, WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. LEGENDARY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND THE IMPLIED CONDITIONS OF SATISFACTORY QUALITY AND ACCEPTANCE AS WELL AS ANY LOCAL JURISDICTIONAL ANALOGUES TO THE ABOVE AND OTHER IMPLIED OR STATUTORY WARRANTIES. WE MAKE NO REPRESENTATIONS THAT THE WEBSITE OR MATERIALS WILL MEET YOUR REQUIREMENTS, OR THE RESULTS THAT YOU MAY GAIN FROM YOUR USE OF THE WEBSITE.

IN NO EVENT SHALL LEGENDARY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS OR CONTRACTORS BE LIABLE FOR ANY COMPENSATORY, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, OR ANY CLAIMS OF YOU OR OTHER THIRD PARTIES WHATSOEVER WITH RESPECT TO THE WEBSITE OR THE MATERIALS REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES THAT RESULT FROM ANY MISTAKE, OMISSION, VIRUS, DELAY OR INTERRUPTION IN OPERATION OR SERVICE OR FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM AN ACT OF GOD, COMMUNICATIONS FAILURE, THEFT OR OTHERWISE. LEGENDARY SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES WHATSOEVER RESULTING FROM ANY FAILURE OF THE INTERNET. Some states do not allow the exclusion or limitation of liability of consequential or incidental damages, so the above exclusions may not apply to all users; in such states liability is limited to the fullest extent permitted by law.

LEGENDARY DOES NOT GUARANTEE THAT ANY CONTENT, INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE THROUGH THE WEBSITE WILL BE FREE OF VIRUSES, "WORMS", "TROJAN HORSES", OR THEIR HARMFUL COMPONENTS. LEGENDARY'S ENTIRE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF ANY SERVICES PROVIDED BY LEGENDARY SHALL BE CANCELLATION OF YOUR ACCOUNT.

## 12. Indemnity

You agree to indemnify, defend, and hold harmless Legendary, its officers, directors, employees, agents, representatives, vendors and distributors from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from your (or anyone using your account's) violation or breach of any representation or obligation under the Website Terms. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with our defense of such claim.

## 13. Privacy

We may, subject to and in accordance with our Privacy Policy for marketing and other purposes, collect, process and transmit certain data obtained from and about you in the course of your accessing the Website or during a phone consultation, including information collected in the course of an abandoned transaction. By agreeing to the Website Terms you agree to such data being so used and further agree that it may be transmitted to others whether or not within the United States in accordance with our Privacy Policy and under applicable privacy and data protection legislation. Information on how and what type of data (if any) is held about you can be obtained by clicking here to review our Privacy Policy or by contacting us.

## 14. Electronic Notices and Transactions

You agree to transact with us electronically. This means you agree to accept any terms and conditions and to transact any business with us by electronic means, which includes receiving all documents in HTML or PDF format and communicating over the Internet. You also certify that you are at least 18 years of age and have access to the Internet to receive Legendary's services, to request that Legendary contact you about its credit repair services, to participate in Legendary's Text Message Program, and to view, print and retain all documentation. You authorize us to send you important notices about the Website and any pending transactions to an email address you provide to us, if you are a client of Legendary or have requested that we contact you about our credit repair services. It is your duty to keep your email address up to date and to maintain a valid email address and to ensure that emails we send you are not filtered or stopped by spam filters or other types of email blocking functionalities. If you no longer desire to transact electronically with us, you may no longer use the Website or Legendary's services. You can retrieve and review the Website Terms at any time by visiting <https://www.legendarycreditrefresh.com> and may receive paper copies by calling Legendary at **972-346-8161**.

## 15. Access

You are responsible for obtaining at your own expense all equipment and services needed to access and use the Website, including all devices, Internet browsers and Internet access. If you access the Website or a Website application through a mobile or wireless device, you are responsible for all fees that your carrier may charge you for data, text messaging and other wireless access or communications services.

## 16. Notice Regarding Technology

Your use of the Website must comply with all applicable laws in the territory in which you access and use the Website.

## 17. Miscellaneous

Legendary reserves the right to investigate complaints or reported violations of the Website Terms and to take any action Legendary deems appropriate including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to user profiles, e-mail addresses, usage history, posted materials, IP addresses and traffic information. Legendary reserves the right to seek all remedies available at law and in equity for violations of the Website Terms, including but not limited to the right to block access from a particular Internet address to any Legendary website. These incorporate by reference any notices contained on the Website and constitute the entire agreement with respect to access to and use of the Website, your request that Legendary contact you about its credit repair services, and/or your participation in Legendary's Text Message Program. You agree that the provisions and covenants set forth herein are reasonable. In the event that any provision or covenant of the Website Terms shall be held invalid, illegal or unenforceable by a court or arbitrator of competent jurisdiction for any reason, including but not limited to the scope thereof, then such provision will be severed and replaced with a new provision that most closely reflects the original intention thereof, and the remaining provisions of the Website Terms will remain in full force and effect for the greatest time period and for the broadest scope permitted by applicable law. Without limiting the foregoing, you agree and request that if any court or arbitrator of competent jurisdiction considers any provision or covenant of the Website Terms to be overly broad based on the circumstances at the time enforcement is requested, that such court or arbitrator construe and enforce the provision or covenant to the fullest extent that such court or arbitrator deems reasonable.

THE WEBSITE TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH, USA, AS THEY APPLY TO AGREEMENTS MADE SOLELY THEREIN, PROVIDED, HOWEVER, THAT THE ARBITRATION CLAUSE IS GOVERNED BY FEDERAL LAW. The Arbitration Clause, the obligations in the first four paragraphs of the Website Terms, Sections 5 through 8, 10 through 15 and 17 through 20, shall survive termination of the Website Terms.

Legendary shall not be deemed to have waived any rights or remedies in the Website Terms unless such waiver is in writing and signed by Legendary. No delay or omission on the part of Legendary in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a waiver of any rights or remedies on future occasions.

The Website Terms constitutes the entire agreement and understanding between you and Legendary, except as you and Legendary may later agree in writing to modify the Website

Terms. The Website Terms supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter contained herein.

## 18. Confidentiality of Information / Creation of Attorney-Client Relationship

The information presented on the Website does not create an attorney-client relationship. ALL ARTICLES AND MATERIAL DISPLAYED BY US ON THE WEBSITE ARE FOR INFORMATION ONLY (EXCEPTING LEGENDARY'S PRIVACY POLICY AND THE WEBSITE TERMS, WHICH ARE BINDING CONTRACTS), ARE NO SUBSTITUTE FOR SPECIFIC ADVICE, AND ARE IN NO MANNER TO BE CONSIDERED LEGAL ADVICE OR OTHER LICENSED PROFESSIONAL ADVICE OR A SUBSTITUTE THEREFOR. FOR SPECIFIC LEGAL ADVICE REGARDING YOUR PARTICULAR CIRCUMSTANCES, YOU MUST RETAIN LEGAL COUNSEL. Legendary does not represent or guarantee the accuracy or reliability of any advice, opinion, statement, or other information displayed or distributed through the Website. You acknowledge that any reliance upon any such materials, opinion, advice, statement, memorandum, or information shall be at your sole risk. Legendary reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the Website.

Any information contained on the Website with respect to results obtained by Legendary is not meant to indicate that the same or similar results can or will be obtained in other cases or situations. Results will vary depending on the facts and circumstances of each individual matter. Prior results do not predict, warrant or guarantee a similar outcome. References to past or present clients or the circumstances of their specific matters do not constitute testimonials or endorsements by such clients, nor are they a guarantee, warranty or prediction of the outcome of your legal matter.

Electronic mail or other communications through this site to Legendary (or any of its lawyers, other employees, agents or representatives) are not secure and are not subject to the attorney-client privilege. Accordingly, Legendary does not guarantee the confidentiality of such communications. You acknowledge that transmissions to and from the Website are not confidential and your communications may be read or intercepted by others. Any unprotected e-mail communication over the Internet is subject to possible interception or loss, is not confidential and is also subject to possible alteration. We are not responsible for and will not be liable to you or any third party for damages in connection with an e-mail sent by you to us or an e-mail sent by us to you, or anyone you designate, at your request. Violators of this section who use our services for any illegal purpose including but not limited to repeated unwanted emails or "Spam," may be prosecuted to the full extent of the law. You acknowledge that by submitting communications to Legendary, no confidential, fiduciary, contractually implied or other relationship is created between you and Legendary other than pursuant to the Website Terms and any subsequent written agreement entered into with Legendary.

You are solely responsible for (a) maintaining the confidentiality and security of your login information, passwords, and any other security or access information used by you or anyone you authorize on your behalf to access the Website and your account information, (b) preventing unauthorized access to or use of the information, files, or data that you store or use in or with Legendary's Website, (c) all electronic communications, including account registration and other

account holder information, email and financial, accounting and other data entered using the Legendary Website, and (d) without limiting the foregoing, any and all activities that occur under your account. Legendary will assume that any communications received through the use of the Legendary Website was sent or authorized by you. You agree to immediately notify Legendary if you become aware of any loss, theft, or unauthorized use of the Legendary Website or your account information,

Please do not use the information on our Website to distribute unsolicited bulk e-mails, solicitations or inquiries. The foregoing acts will constitute a violation of the Website Terms.

## 19. Use of Financial Application Services

Legendary's Website will allow you access to third party provider services ("Provider Services"). Legendary has no control over the Provider Services or your access to the Provider Services. Legendary does not guarantee the Provider Services. By using the Provider Services, you acknowledge Legendary disclaims any and all liability whatsoever for any actions or inactions of Provider Services.

Legendary provides the Website for your convenience. You use and rely on the information therein at your sole risk. Neither Legendary nor any of its affiliates, third party providers, partners, licensors, employees, distributors or agents is responsible or liable for, or makes any representations or warranties as to the following, without limitation:

- Any representations, promises, recommendations or inducements that may be made by or through any party (including vendors) found at, on, through or from the Website;
- The timeliness, accuracy, reliability, completeness, legality, copyright compliance or decency of the Website;
- Any inaccuracy, omission, error or delay in the services offered on the Website;
- Non-performance of or interruption to the Website or its services due to (i) any act or omission by any disseminating party, (ii) any force majeure or any other cause beyond the control of any disseminating party, or (iii) outages, transmission quality or malfunctions of telephone circuits or computer systems, including any defects or failures with respect to your software computer systems or Internet access provider;
- Any loss resulting from, including any unauthorized access by a third party, arising out of or related to your access and/or use of or interaction with the Website.