

## Website Terms of Use

Last Revised: May 30th, 2018

Praetorian Group, Inc. (“**Praetorian**,” “**we**,” “**our**,” or “**us**”) operates this website, [www.praetoriangroup.co](http://www.praetoriangroup.co) (the “**Site**”). These Terms of Use (“**Terms of Use**”) are applicable to you (the “**User(s)**,” “**you**,” or “**your**”) and all Users of the Site. Our Site offers basic information regarding our company and our Services (as defined below). Each of the Site’s Users may use the Site in accordance with the terms and conditions hereunder.

These Terms of Use are effective upon your access and use of the Site and by entering, connecting to, accessing, or using the Site, you acknowledge that you have read and understood the following terms of use, including the terms of our [/privacy-policy.pdf], which are incorporated herein by reference (collectively, the “**Terms**”), and you agree to be bound by them and to comply with all applicable laws and regulations regarding your use of the Site and you acknowledge that these Terms constitute a binding and enforceable legal contract between Praetorian and you. **IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE, THEN YOU SHOULD NOT CONTINUE TO USE THE SITE IN ANY MANNER AND YOU SHOULD EXIT ITS PAGES.**

Note that the Terms may be updated from time to time and any User’s continued use of this Site after we have made updates to the Terms is considered acceptance of those updates. For clarity, all updates are effective immediately when posted. It is your responsibility to check the Terms periodically for updates.

### The Site and Services

On our website, you will find the our services offered by Praetorian: (the “**Services**”). The Site may provide you with information regarding the Services, and so forth, [*including any other content related thereto such as contact information, videos, text, files, logos, button icons, images, data compilations, links, other specialized content, technical data, documentation, know-how, specifications materials, designs, data, the 'look and feel' of the Site, algorithms, source and object code, interface, GUI, interactive features related graphics, illustrations, drawings, animations, and other features obtained from or through the Site* (collectively, the “**Content**”).]<sup>1</sup>

**ALL RIGHTS IN AND TO THE CONTENT AVAILABLE ON THE SITE ARE RESERVED TO PRAETORIAN OR ITS LICENSORS.**

**YOUR USE OF THE SERVICES AND/OR THE SITE AND/OR THE CONTENT AVAILABLE THEREIN IS ENTIRELY AT YOUR OWN RISK.**

Use of our Site is currently free of charge. However, we reserve the right to charge fees for certain features or services available via our Site in the future. You hereby acknowledge and agree that you may be charged for Internet, maintenance of network connection and data usage charges made through use of the Site, according to the applicable rates charged by your respective third party Internet and data usage service provider as may be from time to time.

### Information Provided

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<sup>1</sup> Please revise as necessary to reflect Content provided on the Site.

*[Access to certain portions of the Site are restricted to registered Users. As part of our registration process, you must provide us with certain information. We use this information so that we can verify your identity and to allow you to make the full use of the Services we provide through the Site. Additionally,]* you might be required to provide your name, telephone number(s), e-mail, and/or street address, and other personally identifiable information (“**Personal Information**”), which will be maintained and used by us as described by these Terms of Use and our Privacy Policy.

## **Restrictions on Use**

The Site may be used and accessed for lawful purposes only. You agree to abide by all applicable local, state, national, and foreign laws, treaties, and regulations in connection with your use of the Site and its content. In addition, please read the following restrictions carefully.

Unless otherwise explicitly permitted under these Terms or in writing by Praetorian (where applicable), you may not (and you may not permit anyone to):

- 1) upload, post, e-mail, or otherwise transmit or submit any content to which you do not have the lawful right to copy, transmit, and display (including any content that would violate any confidentiality or fiduciary obligations that you might have with respect to the content);
- 2) copy, modify, alter, adapt, make available, translate, port, reverse engineer, decompile, or disassemble any portion of the Content on or through the Site, or publicly display, reproduce, create derivative works from, perform, distribute, or otherwise use such Content;
- 3) copy, distribute, display, execute publicly, make available to the public, reduce to human readable form, decompile, disassemble, adapt, sublicense, make any commercial use, sell, rent, transfer, lend, process, compile, reverse engineer, combine with other software, translate, modify or create derivative works of any material that is subject to Praetorian’s proprietary rights, including Praetorian’s Intellectual Property (as such term is defined below), in any way or by any means
- 4) upload, post, e-mail, or otherwise transmit or submit any content that infringes the intellectual property rights or violates the privacy rights of any third party (including without limitation copyright, trademark, patent, trade secret, or other intellectual property right, or moral right, or right of publicity);
- 5) use the Site and/or the Content for any illegal, immoral, unlawful, and/or unauthorized purposes;
- 6) use the Site to collect or store Personal Information about any other Users without their express permission, whether manually or with the use of any robot, spider, crawler, any search or retrieval application, or use other manual or automatic device, process, or method to access the Site and retrieve, index, and/or data-mine information;
- 7) falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that Praetorian endorses you, your site, your business, or any statement you make, or knowingly present false or inaccurate information about or on the Site;
- 8) upload, post, e-mail, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, “pyramid schemes,” or any other form of solicitation, as well as viruses or other computer code that may interrupt, destroy, limit the functionality of the Site, or interfere with the access of any other User to the Site;
- 9) circumvent, disable, or otherwise interfere with security-related features on the Site or features that prevent or restrict use or copying of any Content;
- 10) attempt to probe, scan, or test the vulnerability of any system or network operated by Praetorian, or breach or impair or circumvent any security or authentication measures protecting the Site;

- 11) transmit or otherwise make available in connection with the Site any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component;
- 12) attempt to decipher, decompile, disassemble, reverse engineer, or otherwise attempt to discover or determine the source code of any software or any proprietary algorithm used in connection with the Site;
- 13) make any use of the Content on any other site or networked computer environment for any purpose;
- 14) create a browser or border environment around Praetorian Content (no frames or inline linking is allowed), or frame or mirror any part of the Site;
- 15) create a database by systematically downloading and storing all or any of the Content from the Site;
- 16) use the Site and/or Content for non-personal or commercial purposes, or use the Site in any way that competes with us;
- 17) use the Site for any purpose for which the Site is not intended and/or which violates any of the Terms;  
or
- 18) encourage, collaborate, or instruct any other person or entity to do any of the foregoing.

ANY ATTEMPT TO DO ANY OF THE FOREGOING PROHIBITED ACTS OR TO OTHERWISE UNDERMINE THE OPERATION OF THE SERVICES OR SITE MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, WE RESERVE THE RIGHT, IN ADDITION TO OUR OTHER REMEDIES, TO SEEK DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL OR ENTITY TO THE FULLEST EXTENT PERMITTED BY LAW.

### **Intellectual Property Rights**

The Site, the Content, and Praetorian's proprietary assets and any and all intellectual property rights pertaining thereto, including, but not limited to, inventions, patents, patent applications, trademarks, trade names, service marks and all other proprietary identifiers, copyrightable materials, domain names, and trade secrets, whether or not registered or capable of being registered (collectively, "**Intellectual Property**"), are owned by us, our licensors, or other providers of such materials. For purposes of clarity, Praetorian owns the rights to the compilation, arrangement, and assembly, along with any modifications, variations, updates, versions, and changes, to all information entered and stored within our Site database(s) as part of the Site. This material, collectively, is protected by United States copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. All Content is copyrighted material and is protected by the Copyright Act of 1976. You are not permitted to republish, reproduce, transmit, transfer, prepare derivative versions or works, or otherwise use any content on this Site without our prior, express, and written permission. All rights not expressly granted to you hereunder are reserved by Praetorian and its licensors.

You do not and will not acquire any intellectual property rights in the Site, including but not limited to the underlying services and the content published herein, by your use of the Site. When you use our Site, you may access intellectual property rights that we, our licensors, or third parties own or license. Subject to your compliance with the Terms, we grant you a limited, non-exclusive, non-transferable, and revocable license, without the right to sublicense, to access and use the Site and to download and print informational content provided by us, solely for your personal and non-commercial purposes. Except for the limited use set forth in the preceding sentence, you may not copy, download, republish, distribute, reproduce, post, upload, transmit, transfer, prepare derivative versions or works, or otherwise use any of the information contained on this Site in any form without our prior, express, written consent. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by

us or our licensors, except for the licenses and rights expressly granted in these Terms of Use. **If you would like to share any content from this Site, you must get written permission from us first.**

To the extent you provide any feedback, comments, or suggestions to us (“**Feedback**”), we shall have an exclusive, royalty-free, fully paid up, worldwide, perpetual and irrevocable license to incorporate the Feedback into any Praetorian current or future products, technologies, or services and use same for any purpose all without further compensation to you and without your approval.

**Notice and Procedure for Making Claims of Copyright Infringement.**

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement must be submitted to our designated agent at the following address:

ATTN: Gerard Marone

66-85 73rd Place, 2nd Floor

Middle Village, NY 11379

hello@praetoriangroup.io

To be effective, the notification must be a written communication that includes the following:

- (a) A physical or electronic signature of person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (b) Identification of the copyrighted work claimed to have been infringed, or multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- (c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- (d) Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- (e) A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receipt of a proper notification of alleged copyright infringement, we will remove or disable access to the material identified in the notice, forward the written notification to the alleged infringer, and take reasonable efforts to notify the alleged infringer that we have removed or disabled access to the material in question. It is Praetorian's policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers. We may give notice to Users by means of a general notice on the Site, electronic mail to a User's e-mail address on our records, or by written communication sent by first-class mail to a User's address on our records.

Please be aware that if you knowingly materially misrepresent that material or activity on the Site is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the Digital Millennium Copyright Act.

### **Links to Third-Party Sites**

Certain links contained on the Site may permit our Users to leave this Site and enter non-Praetorian sites or services. Those linked sites and services are provided solely as a convenience to you. These linked sites and services are not under the control of Praetorian and it is not responsible for the availability of such external sites or services, and does not endorse and is not responsible or liable for any content, including but not limited to, content advertising, products or other information on or available from such linked sites and services or any link contained in linked sites or service. In addition, Praetorian is not responsible or liable for such linked sites and services' privacy practices and/or any other practices. Your access to, use of, and reliance upon any such sites, services and content and your dealings with such third parties are at your sole risk and expense. Praetorian reserves the right to terminate any link at any time. YOU ACKNOWLEDGE THAT PRAETORIAN SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY, OR IN CONNECTION WITH, YOUR RELIANCE ON ANY INFORMATION, ANY GOOD, ANY SERVICE, OR ANY OTHER MATERIAL PROVIDED THROUGH A THIRD-PARTY WEBSITE.

Most such linked sites and services contain their own terms of use and privacy policy governing the use thereof. It is always advisable and we encourage you to read such documents carefully before using those sites and services.

### **Availability**

The Site's availability and functionality depends on a variety of factors. Praetorian does not warrant or guarantee that the Site will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorized access or error-free.

### **Disclaimer of Warranties**

TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, THE SITE AND CONTENT ARE PROVIDED ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS AND PRAETORIAN, INCLUDING ITS VENDORS, OFFICERS, SHAREHOLDERS, SUB-CONTRACTORS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, LICENSORS, AGENTS AND SUPPLIERS, DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE

OF TRADE. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS THAT THIS AGREEMENT CANNOT CHANGE.

**WE DO NOT WARRANT** (I) THAT THE USE AND OPERATION OF THE SITE AND/OR THE CONTENT IS OR WILL BE SECURE, TIMELY, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERRORS, OR FREE OF VIRUSES, DEFECTS, WORMS, OTHER HARMFUL COMPONENTS OR OTHER PROGRAM LIMITATIONS, (II) THAT WE WILL CORRECT ANY ERRORS OR DEFECTS IN THE SITE, (III) AND/OR MAKE ANY REPRESENTATION REGARDING THE USE, INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OF THE SITE AND/OR CONTENT AVAILABLE THEREON OR THROUGH THE SITE (INCLUDING THAT THE RESULTS OF USING THE SITE WILL MEET YOUR REQUIREMENTS). PRAETORIAN AND ITS REPRESENTATIVES DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE USE OF THE SITE, INCLUDING BUT NOT LIMITED TO THE AVAILABILITY, RELIABILITY OR THE QUALITY OF THE SITE, AND ARE NOT AND SHALL NOT BE RESPONSIBLE FOR ANY ERROR, FAULT OR MISTAKE RELATED TO ANY CONTENT AND/OR INFORMATION DISPLAYED WITHIN THE SITE.

WE ARE NOT RESPONSIBLE AND HAVE NO LIABILITY FOR ANY ITEM OR SERVICE PROVIDED BY ANY PERSON OR ENTITY OTHER THAN PRAETORIAN.

WE ARE NOT RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR OTHERS THAT MAY RESULT FROM TECHNICAL PROBLEMS (INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION, OVERLOAD OF SERVERS, DELAYS OR INTERRUPTIONS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.

YOU AGREE THAT USE OF THE SITE AND/OR THE CONTENT THEREIN IS ENTIRELY AT YOUR OWN RISK.

Some jurisdictions do not permit us to exclude warranties in these ways, so it is possible that these exclusions will not apply to our agreement with you. In such event, the exclusions shall apply to the fullest extent permitted under applicable law.

### **Limitation of Liability**

TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE, IN NO EVENT SHALL PRAETORIAN OR ITS REPRESENTATIVES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, CONTRACT, NEGLIGENCE, TORT OR STRICT LIABILITY), INCLUDING, WITHOUT LIMITATION, LOSS OF GOODWILL, PROFITS OR DATA AND BUSINESS INTERRUPTION, ARISING HEREUNDER, RESULTING FROM OR ARISING OUT OF THE SITE, ANY COMMUNICATIONS AND INTERACTIONS OR MEETINGS WITH USERS OF THE SITE OR OTHER PERSONS WITH WHOM YOU COMMUNICATE AS A RESULT OF YOUR USE OF THE SITE, AND/OR THE CONTENT, YOUR USE OR INABILITY TO USE THE SITE AND/OR THE CONTENT AND/OR THE FAILURE OF THE SITE TO PERFORM AS REPRESENTED OR

EXPECTED, OR FROM ANY CONTENT, OR FROM THE PERFORMANCE OR FAILURE OF PRAETORIAN TO PERFORM UNDER THESE TERMS, ANY OTHER ACT OR OMISSION OF PRAETORIAN OR ITS REPRESENTATIVES BY ANY OTHER CAUSE WHATSOEVER; OR BASED UPON BREACH OF WARRANTY, GUARANTEE OR CONDITION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER PRAETORIAN OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE, PRAETORIAN AND ITS REPRESENTATIVE' TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES OR LOSSES WHATSOEVER ARISING HEREUNDER OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE SITE AND/OR THE CONTENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU, IF ANY, TO PRAETORIAN FOR USE OF THE SITE OR \$1.00 U.S. DOLLARS, WHICHEVER IS GREATER. YOU WILL NOT, AND WAIVE ANY RIGHT TO, SEEK TO RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, FROM US OR OUR REPRESENTATIVES.

Some jurisdictions do not permit us to exclude warranties in these ways, so it is possible that these exclusions will not apply to our agreement with you. In such event, the exclusions shall apply to the fullest extent permitted under applicable law.

### **Indemnification**

You agree to defend, indemnify, and hold harmless Praetorian and its representatives from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from: (i) your use, misuse of, inability to use and/or activities in connection with the Site and/or Content; (ii) your violation of any of these Terms; (iii) your violation of any third party rights, including without limitation any intellectual property rights or privacy right of such third party, in connection with your use of the Site; and (iv) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party with relation to the Site. It is hereby clarified that this defense and indemnification obligation will survive these Terms.

We reserve the right to assume the exclusive defense and control of any matter which is subject to indemnification by you, which will not excuse your indemnity obligations hereunder and in which event you will fully cooperate with us in asserting any available defense. You agree not to settle any matter subject to an indemnification by you without first obtaining our prior express written approval.

### **Changes to the Site and Amendments to the Terms**

We reserve the right to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently, this Site (or any part thereof, including, but not limited to, the Content) without notice, at any time. In addition, you hereby acknowledge that the Content provided under this Site may be changed, extended in terms of content and form or removed at any time without any notice to you. You agree that Praetorian shall not be liable to you or to any third party for any modification, suspension, or discontinuance of this Site or the Content included therein. You hereby agree

that Praetorian is not responsible for any errors or malfunctions that may occur in connection with the performance of such changes.

In addition, Praetorian may, at its sole discretion, change the Terms from time to time, including any other policies incorporated thereto, so we encourage you to visit this page frequently. In case of any material change, we will make reasonable efforts to post a clear notice on the Site and/or will send you an e-mail (to the extent that you provided us with such e-mail address) regarding such change. All other changes to these Terms are effective as of the stated “Last Revised” date at the top of this page and your continued use of the Site on or after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes. In the event that the Terms should be amended to comply with any legal requirements, the amendments may take effect immediately, or as required by the law and without any prior notice.

### **Termination of these Terms and of the Site’s Operation**

At any time, Praetorian may without notice discontinue your use of the Site, at its sole discretion, in addition to any other remedies that may be available to Praetorian under any applicable law. Additionally, Praetorian may at any time, at its sole discretion, cease the operation of the Site or any part thereof, temporarily or permanently, delete any information or Content from the Site or correct, modify, amend, enhance, improve, and make any other changes thereto or discontinue displaying or providing any information, Content or features therein without giving any prior notice. You agree and acknowledge that Praetorian does not assume any responsibility with respect to, or in connection with the termination of the Site’s operation and loss of any data. The provisions of these Terms that, by their nature and content, must survive the termination of these Terms in order to achieve the fundamental purposes of these Terms shall so survive. Without limiting the generality of the forgoing, the Intellectual Property, Disclaimer of Warranties, Limitation of Liability, Indemnification and General sections will survive the termination of the Terms.

### **COPPA Notice**

THE SITE IS INTENDED FOR USERS OVER THE AGE OF EIGHTEEN (18). We reserve the right to request proof of age at any stage so that we can verify that minors under this age are not using the Site. In the event that it comes to our knowledge that a person under the age of eighteen (18) is using the Site, we will prohibit and block such User from accessing the Site and will make all efforts to promptly delete any Personal Information (as such term is defined in our Privacy Policy) with regard to such User. You can learn more about our compliance with the Children’s Online Privacy Protection Act (“COPPA”) by reviewing our Privacy Policy /privacy-policy.pdf.

### **General**

(a) These Terms constitute the entire terms and conditions between you and Praetorian relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and Praetorian; (b) any claim relating to the Site or the use thereof will be governed by and interpreted in accordance with the laws of the United States and New York State (without reference to its conflict-of-laws principles); (c) any dispute or claim relating in any way to your use of the Site and/or Services will be resolved by binding arbitration. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING



OUT OF OR RELATED TO THE SITE AND/OR SERVICES; (d) that venue for all actions, relating in any manner to this Terms of Use, shall be in a federal or state court of competent jurisdiction located in [\_\_\_\_\_] County, [\_\_\_\_\_] [\_\_\_\_\_]. Each party to these terms waives any objection based on forum non conveniens and waives any objection to venue of any action instituted hereunder to the extent that an action is brought in the courts identified above. Notwithstanding the foregoing, Praetorian may seek injunctive relief in any court of competent jurisdiction; (e) these Terms do not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto; (f) no waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof; (g) YOU ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED; (h) if any provision hereof is adjudged by any court of competent jurisdiction to be unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect while most nearly adhering to the intent expressed herein; (i) you may not assign or transfer these Terms (including all rights and obligations hereunder) without our prior written consent and any attempt to do so in violation of the foregoing shall be void. We may assign or transfer these Terms without restriction or notification; (j) no amendment hereof will be binding unless in writing and signed by Praetorian; and (k) the parties agree that all correspondence relating to these Terms shall be written in the English language.

### **Contact Information**

If you have any questions (or comments) concerning the Terms, you are most welcome to send us an e-mail to [\_\_\_\_\_].