

UNIT COMMUNITY, INC.
TERMS OF SERVICE AND CONDITIONS OF USE
Effective as of 5/1/15

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, INCLUDING LIMITATIONS AND EXCLUSIONS THAT MIGHT APPLY TO YOU.

1. USER'S ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS.

Unit Community, Inc. ("UCI," "us," or "we") provides the Internet website located at www.unitcommunity.com and various related products and services (together referred to as this "site") subject to your compliance with all the terms, conditions, and notices contained or referenced herein (the "Terms of Use"), as well as any other written agreement between us (or your company) (collectively, "Agreements"). For purposes of these Terms of Use and all UCI Agreements, "you" shall be interpreted as broadly as possible, and shall include parties accessing this site and/or purchasing UCI's products and/or services and their owners, shareholders, members, managers, directors, officers, employees, agents, and/or assigns and any and all third parties acting on behalf of such parties and/or their owners, shareholders, members, managers, directors, officers, employees, agents, and/or assigns.

In addition, when using particular services or materials on, or accessible through, this site, you shall be subject to any posted guidelines or rules applicable to such services or materials that may contain terms and conditions in addition to those in these Terms of Use. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

BY COMPLETING THE REGISTRATION PROCESS, USING THE SITE, AND/OR ORDERING ANY PRODUCTS OR SERVICES, YOU WARRANT AND REPRESENT THAT YOU HAVE THE LEGAL CAPACITY AND AUTHORITY TO AGREE TO BE BOUND BY THESE TERMS OF USE AND DO SO AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT HAVE THE REQUIRED LEGAL CAPACITY OR AUTHORITY OR DO NOT WISH TO BE BOUND BY THESE TERMS OF USE, PLEASE EXIT THE SITE NOW.

YOUR REMEDY FOR DISSATISFACTION WITH THIS SITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS SITE, IS TO STOP USING THE SITE AND/OR THOSE PARTICULAR PRODUCTS OR SERVICES. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON THE EARLIER OF YOUR FIRST USE OF THIS SITE AND/OR YOUR ORDERING ANY PRODUCTS OR SERVICES.

These Terms of Use are effective as of May 1, 2015. We reserve the right to change these Terms of Use from time to time, with or without notice to you. You acknowledge and agree that it is your responsibility to review this site and the most recently revised Terms of Use (available on the site) periodically and to be aware of any modifications. Your continued use of

the site after such modifications will constitute your acknowledgement of the revised Terms of Use and agreement to abide and be bound by the revised Terms of Use.

As used in these Terms of Use, references to our “Affiliates” include our owners, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this site, the contents of the site, our products, and/or services.

2. DESCRIPTION OF PRODUCTS AND SERVICES.

We make available, or otherwise facilitate the purchase of, various products and services on this site including, but not limited to, electronic and print newsletters and other communication products (e.g., postcards), as well as the design, creation, revision, access to, and archival of such products. The fees for our products and services are set forth in the products page of our site. You are solely responsible for providing, at your own expense, all equipment (including a computer or other compatible electronic device and Internet access) necessary to access, view, distribute, transmit, archive, and/or otherwise utilize (each a “Use”) our products and/or services, as authorized in these Terms of Use and/or in other Agreements.

We reserve the right in our sole discretion to modify or discontinue the site and/or any products and/or services, including any features therein, at any time, with or without notice to you. We shall not be liable to you or any third party should we exercise such right. Modifications may include, but are not limited to, changes in the pricing structure, the addition of fee-based products and/or services, or changes to limitations on allowable file sizes. Any new features that augment or enhance the then-current products or services available on or through this site shall also be subject to these Terms of Use and other applicable Agreements.

You understand and agree that temporary interruptions in and/or inaccessibility of our site, products, and/or services may occur. You further understand and agree that we have no control over third party networks that you or we may access and/or otherwise rely upon in the course of providing or Using our products and/or services, and that such delays and disruption of other network transmissions are completely beyond our control.

You understand and agree that we provide this site and all products and services strictly on an “As Is” basis and that we assume no responsibility for the timeliness, deletion, misdelivery, or failure to store any user communications or personalization settings.

3. REGISTRATION DATA AND PRIVACY.

Your Use of certain features on this site and/or our products and/or services might require a separate account and password that can be obtained by completing our online registration form, which requests your providing us with certain information and data (“Registration Data”) and maintaining and updating your Registration Data, as required. By registering, you agree that all information provided in the Registration Data is true and accurate and that you will maintain and update this information as required to ensure it remains current, complete, and accurate.

You grant us the right to disclose to third parties certain Registration Data. The information we obtain through your Use of our products and services, including your

Registration Data, is subject to our Privacy Policy, which is specifically incorporated by reference into these Terms of Use.

4. PAYMENT OF FEES.

If you subscribe to any premium features on this site, or subscribe to or order any products and/or services that requires payment of a fee (collectively, “membership”), you agree to pay all fees associated with such premium features, products, and/or services and we will bill your credit card accordingly. Recurring charges are billed in advance of our providing services or products to you and payment is due on or before the third (3rd) calendar day of each month for all products and/or services to be provided during that month. You agree to provide us with accurate and complete billing information, including valid credit card information, your name, address and telephone number, and to timely provide us with any changes in such information.

If, for any reason, your credit card company refuses to pay the amount billed for any membership, you agree that we may, at our option, suspend or terminate your membership immediately and require you to pay all amounts due by other means acceptable to us. We may charge a fee for reinstatement of suspended or terminated accounts.

You agree that until your membership is terminated, you will continue to accrue charges for which you remain responsible, even if you do not Use our site, products, or services during any particular billing period(s).

SHOULD LEGAL ACTION BE NECESSARY TO COLLECT ON BALANCES DUE, YOU AGREE TO REIMBURSE US FOR ALL EXPENSES INCURRED TO RECOVER SUMS DUE, INCLUDING ATTORNEY FEES AND OTHER LEGAL EXPENSES.

5. USE OF SITE, PRODUCTS, AND SERVICES.

Your Use of our site, products, and/or services is subject to all applicable laws and regulations. Further, you are solely responsible for the contents of all communications (including all attachments) through the site and otherwise with UCI. For purposes of these Terms of Use and all other UCI Agreements, “material” refers to all items and forms of communication that you post to our site or provide us for inclusion in products and/or services (and that we allow), including, without limitation, narrative descriptions; text; sales reports and data; business policies; information regarding company contests, prizes, and/or promotions; information pertaining to you and/or unit and/or sales team members and/or their relatives (including, without limitation, names, likenesses, biographical material, news articles, and/or images); all other information provided to you by your company, graphics (including, without limitation, photographs, illustrations, images, drawings, and logos), executable programs, video recordings, and audio recordings.

You may not use our site, products, or services to publish or otherwise disseminate any material that we determine, at our sole discretion, to be unlawful, indecent, or objectionable, or which violates the restrictions described in these Terms of Use or in other Agreements.

Without limiting the foregoing, you agree that you will not upload, share, post, insert into or authorize the insertion into any product or service of any material that:

(a) Infringes on any copyright, trademark or service mark, trade secret, patent, right of publicity, or other proprietary right of any party;

(b) Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, or otherwise violates these Terms of Use or any of our other Agreements, rules, or policies;

(c) Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;

(d) Constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;

(e) Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or

(f) Impersonates any person or entity, including any of our employees, representatives, or agents.

We neither endorse, nor assume any liability for, any material you upload to the site and/or submit to us for use in conjunction with any product or service. **YOU ARE AND SHALL REMAIN SOLELY RESPONSIBLE FOR OBTAINING ALL NECESSARY RIGHTS AND/OR LICENSES FOR ALL MATERIAL THAT YOU PROVIDE TO UCI FOR INCLUSION IN ANY UCI PRODUCT OR SERVICE (I.E., ALL MATERIAL BY UCI) AND BY PROVIDING SUCH MATERIAL, YOU WARRANT AND REPRESENT THAT YOU HAVE ACQUIRED ALL NECESSARY RIGHTS AND/OR LICENSES. FURTHER, YOU ARE AND SHALL REMAIN SOLELY RESPONSIBLE FOR OBTAINING ALL NECESSARY RIGHTS AND/OR LICENSES FOR ALL MATERIAL THAT YOU INCLUDE IN, ATTACH TO, OR OTHERWISE CONNECT WITH ANY UCI PRODUCT OR SERVICE AFTER DELIVERY OF SUCH PRODUCT OR SERVICE FROM UCI.**

THE UNAUTHORIZED USE OF MATERIAL MAY VIOLATE COPYRIGHT, TRADEMARK, AND/OR OTHER APPLICABLE LAWS AND COULD RESULT IN CRIMINAL OR CIVIL PENALTIES.

NEITHER UCI, NOR ITS AFFILIATES, SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER, INCLUDING THOSE RESULTING FROM THE INFRINGEMENT OF COPYRIGHTED MATERIAL CONTAINED IN, OR UTILIZED IN PROVIDING, ANY UCI PRODUCTS OR SERVICES.

Although we generally do not pre-screen, monitor, or edit any material, UCI and its Affiliates have the full discretionary right to remove any content and/or material that, in our judgment, does not comply with these Terms of Use and/or any other Agreements, and/or is

otherwise harmful, objectionable, illegal, unauthorized, or inaccurate. We are not responsible for any failure or delay in removing such content. You hereby consent to such removal and waive any claim against us and our agents arising out of such removal of content.

In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. Not all areas of the site may be available to you or other authorized users of the site. You shall not interfere with anyone else's use and enjoyment of the site, products, or services. Users who violate systems or network security may incur criminal or civil liability.

You agree that we may at any time, and at our sole discretion, terminate your membership without prior notice to you for violating any of the above provisions. In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

6. THIRD PARTY SITES AND INFORMATION.

This site may contain links to other websites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other parties. Such other websites may contain information or material that some people may find inappropriate or offensive. Those other websites are not under our control, and you acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such other websites, nor are we responsible for errors or omissions in any references to other parties or their products and/or services. The inclusion of such links and/or references is provided merely as a convenience and does not imply endorsement of, or association with, any other website or other party by us, or any warranty of any kind, either express or implied.

7. INTELLECTUAL PROPERTY INFORMATION.

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For purposes of these Terms of Use and all other UCI Agreements, "content" is defined as any information, communications, software, photos, video, graphics, images, music, sounds, and other material and services that UCI provides and can be viewed by users on or in our site, products, and/or services.

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The UNIT COMMUNITY word mark and all other word, stylized, and composite marks (including, without limitation, custom graphics, icons, logos, and slogans) containing the “Unit Community” literal element (and/or other elements confusingly similar thereto) are registered or unregistered trademarks and/or service marks of UCI. All other trademarks and service marks are the property of their respective owners, which may include UCI and/or its Affiliates. Nothing in these Terms of Use grants you any right to use any trademarks or service marks of UCI or its Affiliates.

8. USER’S MATERIALS.

Subject to our Privacy Policy, any communication or material that you transmit to this site or to us (including, without limitation, via email and other means) for any reason will be treated as non-confidential and non-proprietary. While you retain all rights in such communications or material, you grant us and our designated licensees a non-exclusive, paid-up, perpetual, and worldwide right to copy, distribute, display, perform, publish, translate, adapt, modify, and otherwise use such material for any purpose, regardless of the form or medium (now known or hereafter developed) in which it is used.

Please do not submit confidential or proprietary information to us unless we have mutually agreed in writing otherwise. We are also unable to accept your unsolicited ideas or proposals, so please do not submit them to us under any circumstances.

We respect the intellectual property of others, and we ask you to do the same. If you or any other user of this site believes its copyright, trademark, service mark, or other property rights have been infringed by any posting to this site, you or the other user should send notification to our Designated Agent (as identified below) immediately. To be effective, the notification must include the following:

- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (b) Identification of the material claimed to have been infringed;
- (c) Information reasonably sufficient to permit us to contact the complaining party, such as address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;

- (d) Identification of the material that is claimed to be infringing or to be subject to infringing activity and that is to be removed and information reasonably sufficient to permit us to locate the material;
- (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 owner, agent, or as a matter of 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 infringing.

Pursuant to the Digital Millennium Copyright Act, 17 U.S.C.A. Sec. 512(c), our Designated Agent for Notice of claims of copyright infringement can be reached as indicated below. Service of repeat infringers of copyright or of users about whom repeat claims of copyright infringement are received will be terminated.

Designated Agent for Claimed Infringement:

General Manager
Unit Community, Inc.
436 Robertson Drive
Smyrna, TN 37167
(615) 220-4221
support@unitcommunity.com

You acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, we may immediately remove the identified materials from our products, services, and site without liability to you or any other party and that the claims of the complaining party and the party that originally posted the materials will be referred to the United States Copyright Office for adjudication as provided in the Digital Millennium Copyright Act.

9. DISCLAIMER OF WARRANTIES.

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THE CONTENTS OF OUR SITE, PRODUCTS, AND/OR SERVICES MAY INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES, AND/OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO OUR SITE, PRODUCTS, AND/OR SERVICES, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY PRODUCTS AND/OR SERVICES, AT ANY TIME, WITH OR WITHOUT NOTICE TO YOU OR ANY THIRD PARTY ACTING ON YOUR BEHALF. THE CONTENTS AND MATERIALS APPEARING ON OR CONTAINED IN OUR SITE, PRODUCTS, AND/OR SERVICES MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE SUCH CONTENTS OR MATERIALS ON OUR SITE OR IN OUR PRODUCTS OR SERVICES.

YOUR USE OF UCI'S SITE, PRODUCTS, AND/OR SERVICES IS STRICTLY AT YOUR OWN RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MIGHT RESULT FROM SUCH ACTIVITIES.

Before purchasing any memberships, products, or services on or through this site, please review our Terms and Conditions of Sale and Privacy Policy, both of which are incorporated by reference into these Terms of Use.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

10. LIMITATION OF LIABILITY.

Your exclusive remedy and our entire liability, if any, for any claims arising out of these Terms of Use and/or your Use of our site shall be strictly limited to the amount you pay us for such Use during the two (2)-month period before the act giving rise to the liability.

IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF OUR SITE, PRODUCTS, AND/OR SERVICES, OR OF ANY WEBSITE REFERENCED OR LINKED TO FROM OUR SITE.

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR ANY THIRD PARTY PRODUCTS OR SERVICES THAT UCI MIGHT OFFER, WHETHER THROUGH THIS SITE OR OTHERWISE AND THE IMMEDIATELY PRECEDING PARAGRAPH SHALL APPLY IN ALL SUCH INSTANCES.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

11. INDEMNIFICATION.

Upon a request by us, you agree to defend, indemnify, and hold us and our Affiliates harmless from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of our site, products, and/or services. Without waiving our right to indemnification or any of our other legal or equitable rights, we reserve the right, at our own discretion and expense, to assume the exclusive defense and control of any lawsuit, dispute, or matter subject to defense and indemnification by you, in which event you will cooperate with us in asserting and pursuing any available defenses.

12. PARTICIPATION IN PROMOTIONS.

From time to time, this site may include advertisements offered by third parties. You may enter into correspondence with or participate in promotions of the advertisers showing their products on this site. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties, or representations associated with such correspondence or promotions, are solely between you and the advertiser. We assume no liability, obligation, or responsibility for any part of any such correspondence or promotion.

13. EMAIL SERVICES.

We may make email services available to users of our site, either directly or through a third-party provider.

We will not inspect or disclose the contents of private email messages except with the consent of the sender or the recipient, or in the narrowly-defined situations provided under the Electronic Communications Privacy Act, or as otherwise required by law or by court or governmental order. Further information is available in our Privacy Policy.

We may employ automated monitoring devices or techniques to protect our users from mass unsolicited mailings (also known as "spam") and/or other types of electronic communications that we deem inconsistent with our business purposes. However, such devices or techniques are not perfect, and we will not be responsible for any legitimate communication that is blocked, or for any unsolicited communication that is not blocked.

Mailboxes may have a limited storage capacity. If you exceed the maximum permitted storage space, we may employ automated devices that delete or block email messages that exceed the limit. We will not be responsible for such deleted or blocked messages.

14. USE OF SITE AND STORAGE OF MATERIAL.

You acknowledge that we may establish general practices and limits concerning use of our site, products, and/or services, including, without limitation, the maximum number of days that purchased products and/or services will be retained on the site, the maximum disk space that will be allotted on our servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access our site, products, and/or services in a given time period. You agree that we have no responsibility or liability for the deletion or failure to store any content, products, or services maintained or transmitted on or through this site. You acknowledge that we reserve the right to log off accounts which have not paid a membership fee

or that are inactive for an extended period of time. You further acknowledge that we reserve the right to change these general practices and limits at any time, in our sole discretion, with or without notice.

Although we provide storage space for and access to each product for one (1) month following delivery, you are solely responsible for the archival of all products at all times.

The accounts of our users operate on shared resources. Excessive use or abuse of these shared network resources by one user may have a negative impact on all other users. Misuse of network resources in a manner that impairs network performance, including excessive consumption of CPU time, memory, disk space, and session time, is prohibited and may result in termination of your account or limitation of your activities.

This site is not designed or intended to be used as a disaster recovery facility or as an emergency data storage facility. Although we take reasonable precautions to preserve and protect the material you upload to the site and archived copies of products and/or services you have purchased, you should not rely on our site and other electronic resources as your only storage facility. You should preserve backup copies of any digital data, information or other materials that you have uploaded.

NEITHER WE, NOR OUR AFFILIATES, SHALL BE LIABLE TO YOU FOR ANY DAMAGE TO, ANY DELETION OF OR ANY FAILURE TO STORE YOUR FILES, DATA, OR REGISTRATION DATA.

15. SECURITY AND PASSWORD.

You are solely responsible for maintaining the confidentiality of your password and account and for any and all statements made and acts or omissions that occur through the Use of our site, products, and/or services, including any mail sent and any charges incurred. Therefore, you must take steps to ensure that others do not gain access to your password and account. You may not transfer or share your account with anyone, and we reserve the right to immediately terminate your account in the event of any unauthorized transfer or sharing thereof.

16. INTERNATIONAL USE.

Although our site may be accessible worldwide, we make no representation that any content on our site or in our products or services is appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with all local laws. Any offer for any product, service, and/or information made in connection with this site is void where prohibited.

17. TERMINATION OF USE.

You agree that we may, in our sole discretion, terminate or suspend your access to all or part of the site, products (whether previously delivered or currently in-progress), and/or services, with or without notice and for any reason, including, without limitation, breach of these Terms of Use or other Agreements. Further, immediately upon such termination or suspension for any

reason, the license and all rights granted to you (as set forth in the “Permitted Uses” section of our Terms and Conditions of Sale) concerning all products (whether previously delivered or currently in-progress) shall be automatically be deemed revoked, and you and all recipients (as defined in “Permitted Uses” in our Terms and Conditions of Sale) shall cease all Uses of such products. In such event, you agree to immediately instruct all recipients accordingly. Any suspected fraudulent, abusive, or illegal activity may be grounds for terminating your access, relationship, and/or membership and may be referred to appropriate law enforcement authorities.

Upon termination or suspension, regardless of the reasons therefore, your right to Use our site, products, and/or services shall immediately cease, and you acknowledge and agree that we 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 and/or this site, products, and/or services. We shall not be liable to you for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection therewith.

Sections 1, 3, 5–11, 14, and 17–19 of these Terms of Use, as well as your liability for any unpaid fees, shall survive any termination.

18. GOVERNING LAW.

This site (excluding any linked sites) is controlled by us from our offices within the State of Tennessee, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Tennessee, by accessing this site, we both agree that the statutes and laws of the State of Tennessee, without regard to the conflicts of laws principles thereof and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the Use of our site, products, and services. Each of us agrees and hereby submits to the exclusive personal jurisdiction and venue of the state and federal courts located in Davidson County, Tennessee with respect to such matters.

19. NOTICES.

All notices to a party shall be in writing and shall be made either via email or conventional mail. Notices to us must be sent to the attention of Customer Service at support@unitcommunity.com, if by email, or at Unit Community, Inc., 436 Robertson Drive, Smyrna, TN 37167, if by conventional mail. Notices to you may be sent either to the email address supplied for your account or to the address supplied by you as part of your Registration Data. In addition, we may broadcast notices or messages through the site to inform you of changes to the site, products, and/or services and/or other matters of importance, and such broadcasts shall constitute notice to you.

Any notices or communication under these Terms of Use will be deemed delivered to the party receiving such communication (a) on the delivery date if delivered personally to the party; (b) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (c) five business days after the mailing date, if sent by US mail, return receipt requested; (d) on the delivery date if transmitted by confirmed facsimile; (e) on the delivery date

if transmitted by confirmed email; or (f) on the delivery date if transmitted by broadcast notice or message, as described in the immediately preceding paragraph.

20. ENTIRE AGREEMENT.

These Terms of Use constitute the entire agreement and understanding between us concerning the subject matter hereof and shall supersede all prior agreements and understandings of the parties with respect thereto. These Terms of Use may not be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement, or amend these Terms of Use or to enter an order for products or services that are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with this site is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

21. MISCELLANEOUS.

Any cause of action brought by you against us or our Affiliates must be instituted within one (1) year after the cause of action arises or be deemed forever waived and barred.

You may not assign your rights and obligations under these Terms of Use to any third party, and any purported attempt to do so shall be null and void. We may freely assign our rights and obligations under these Terms of Use.

You may not sell, resell, reproduce, duplicate, copy, provide access to, or otherwise Use any portion(s) of our site, products, or services (a) in exchange for any direct payment or remuneration or (b) for any purpose except as provided in our Terms and Conditions of Sale.

In addition to any defenses, exclusions, or other excuses provided by applicable law, we shall be excused from liability for non-delivery or delay in access to our site and/or delivery of products and/or services arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those enumerated above.

If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Any failure by us to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision.

22. CONTACT INFORMATION.

Except as explicitly noted on this Site, the Products and Services are offered by Unit Community, Inc., a Tennessee corporation, located at 436 Robertson Drive, Smyrna, Tennessee 37167. Our telephone number is (615) 220-4221. If you notice that any user is violating these Terms of Use, please contact us at support@unitcommunity.com.