

Wired2fish.com Terms of Service

Updated: April 15, 2022

Thank you for visiting Wired2fish.com (“Wired2fish” or “we” or “our”). Please carefully read these Terms of Service (or “Agreement”) and our [Privacy Policy](#), which is incorporated into these Terms of Service by this reference.

THIS AGREEMENT GOVERNS YOUR ACCESS TO AND USE OF THE SERVICES. BY USING THE SERVICES, YOU AGREE TO THESE TERMS OF SERVICE, OUR PRIVACY POLICY AND ALL APPLICABLE LAWS AND REGULATIONS. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, DO NOT USE OUR WEBSITE OR PLACE ANY ORDERS FOR PRODUCTS OR ADVERTISEMENTS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS OF SERVICE. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS OF SERVICE, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

PLEASE READ THE DISPUTE RESOLUTION PROVISION BELOW BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH WIRED2FISH AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

The Services are not intended for the use of children under 18 and no such person is authorized to use them. By using the Services, you are representing that you are at least 18 years old. You also represent, by accessing or using the Services, that you are of legal age to enter into legal agreements.

1. Definitions

“**Advertiser(s)**” means a person or entity that executes an insertion order with Wired2fish to provide advertising materials on the Website.

“**Content**” means, collectively, all text, graphics, user interfaces, visual interfaces, trademarks, logos, sounds, artwork and computer code in the Products and Services (as applicable).

“**Customer**” means the person or entity that enters into this Agreement and utilizes the Services and includes purchasers of Products, Online Retailers and Advertisers.

“**Linked Sites**” means any links from the Services to other independent third-party websites, including those of Advertisers.

“**Online Retailer**” means a company whose products or services are featured or described on the Website.

“**Products**” means items that are available for purchase from our online store.

“**Services**” means Wired2fish’s online applications, services and the Website.

“Submission” means any submission, user content, feedback, comments or suggestions you may provide regarding the Services either directly or indirectly (for example, through the use on a third-party social media site of a company-designated hashtag) and includes advertising copy from Wired2fish’s advertisers.

The term **“you”** means Website visitors, Customer, and the individual accepting these Terms of Service on behalf of any legal entity.

“Website” means Wired2fish’s website located at www.wired2fish.com, including the online store at <https://www.wired2fishgear.com/>.

2. Proprietary Rights

- 2.1. As between you and Wired2fish, Wired2fish reserves all rights, title, and interest in and to the Products and Services, including all related intellectual property rights, subject to the limited rights expressly granted hereunder.

- 2.2. Unless otherwise noted, the Products, Services and Content, including but not limited to the design, structure, selection, coordination, expression, “look and feel” and arrangement of such Content, contained in the Products and Services is owned, controlled or licensed by or to Wired2fish and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights. Except as expressly provided in these Terms of Service, no part of the Products, Services and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without Wired2fish’s express prior written consent.

- 2.3. You acknowledge and agree that any Submission is non-confidential and non-proprietary, shall be treated as public information, may be shared with others on other sites and platforms (including social media) and is submitted by you in compliance with these Terms of Service. Submissions that constitute feedback, comments or suggestions will be the sole and exclusive property of Wired2fish and you hereby irrevocably assign to us all of your right, title and interest in and to all such Submissions, and Wired2fish shall have an unrestricted, irrevocable, world-wide, royalty-free right to use, communicate, reproduce, publish, display, distribute and exploit such Submissions in any manner it chooses. With respect to Submissions that constitute advertisement copy and materials from Advertisers, Advertiser hereby grants Wired2fish a non-exclusive worldwide license to display the advertising material for the length of the term identified in the insertion order. If you are an Online Retailer, you hereby grant Wired2fish a non-exclusive worldwide license to display your website and any identifying marks associated with your products and services described on the Website. With respect to all other Submissions, you hereby grant Wired2fish an irrevocable, worldwide and perpetual license to use such Submissions as contemplated in these Terms of

Service.

- 2.4. Your provision of a Submission constitutes a warranty and indemnity that you have sufficient license and/or other rights in the content to allow all desired use by Wired2fish and that the information is submitted to Wired2fish in compliance with all applicable laws.

3. **Terms of Purchase**

- 3.1. All Products and Services offered by Wired2fish are subject to availability, and we reserve the right to impose limits (including quantity limits) on any order or reject all or any part of an order without prior notice. In the event of an error, we reserve the right to correct the error and revise your order accordingly (which includes charging the correct price) or to cancel the order and refund any amount charged. Prices for Products and Services are subject to change at any time, but changes will not affect any order for Products and Services you have already placed.
- 3.2. By purchasing Products or advertisements, you agree to pay the fees associated with your purchase and any applicable taxes. You agree to pay any shipping, delivery and handling charges, if any, shown at the time you make a purchase. We reserve the right to increase, decrease, add or eliminate shipping, delivery and handling charges from time to time, but we will provide notice of the changes applicable to you before you make your purchase. Any delivery dates or times shown as part of the checkout process are estimates only and are not guaranteed.
- 3.3. Except as expressly set forth herein, all fees are non-cancelable and nonrefundable.
- 3.4. Only valid payment methods acceptable to us may be used to complete a purchase. You represent and warrant that you are authorized to use your designated payment method. You authorize us to charge your designated payment method for the total amount of your order (including any applicable taxes, fees, delivery, shipping and handling charges).
- 3.5. We use third party point-of-sale providers and payment processors to process all payments for orders. Wired2fish's relationship with such third parties is contractual in nature, as each such third party is a third-party vendor to Wired2fish, and they are not subject to Wired2fish's direction or control; thus, the relationships are not, and should not be construed as, one of fiduciaries, franchisors-franchisees, agents-principals, employers-employees, partners, joint venturers or the like.
- 3.6. Advertiser will make payment 30 days from its receipt of invoice, or as otherwise stated in a payment schedule set forth on the insertion order.
- 3.7. Should Advertiser assert that advertising materials appear not in compliance with specifications set forth in the applicable insertion order, Advertiser's sole and exclusive remedy is to request in writing that Wired2fish remove the advertising materials and provide makegoods or, if no makegood can be agreed upon, issue a credit to Advertiser equal to the value of such advertisements, or, if applicable, not bill any agency for such

advertisements. Notwithstanding the foregoing, Advertiser acknowledges and agrees that Advertiser (or any agency acting on its behalf) will not be entitled to any remedy for any violation of specifications in the insertion order resulting from advertisements placed at locations other than the Website.

4. Use of Services; Acceptable Use Policy

4.1. You agree to immediately notify us of any breach of security that you become aware of involving or relating to your use of the Services by emailing info@wired2fish.com. In addition, you agree to keep confidential any username(s) and password(s) associated with accounts created with our point-of-sale or payment processors, and to exit from your user account at the end of each session. Wired2fish explicitly disclaims liability for any and all losses and damages arising from your failure to comply with this section. You may not use anyone else's account at any time.

4.2. Customer represents and warrants that its use of the Services will comply with all applicable federal, state, and local laws and regulations.

4.3. In connection with your use of the Services, you agree that you will not:

- 4.3.1. interfere with or damage the Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- 4.3.2. violate any local, state, provincial, national, or other law or regulation, or any order of a court;
- 4.3.3. "scrape," "crawl" or "spider" any web pages or other services contained in the Services;
- 4.3.4. display, mirror or frame the Services, or any individual element within the Services, Wired2fish's name, any Wired2fish trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Wired2fish's express written consent;
- 4.3.5. post, upload, publish, submit or transmit any material that: (a) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (b) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (c) is fraudulent, false, misleading or deceptive; (d) is defamatory, obscene, pornographic, vulgar or offensive; (e) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (f) is violent or threatening or promotes violence or actions that are threatening to any other person; or (g) promotes illegal or harmful activities or substances

- 4.3.6. access, tamper with, or use non-public areas of the Services, Wired2fish's computer systems, or the technical delivery systems of Wired2fish's providers;
 - 4.3.7. attempt to probe, scan, or test the vulnerability of any Wired2fish system or network or breach any security or authentication measures;
 - 4.3.8. avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Wired2fish or any of Wired2fish's providers or any other third party (including another user) to protect the Services or any of the content on the Services;
 - 4.3.9. attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services; or
 - 4.3.10. advocate, encourage, or assist any third party in doing any of the foregoing.
- 4.4. Any conduct by a Customer that in our discretion restricts or inhibits any other user from using or enjoying the Services is expressly prohibited.
- 4.5. Wired2fish reserves the right, at any time, without notice: (a) to modify, suspend or terminate operation of or access to the Services, or any portion of the Services at any time; (b) to modify or change the Services, or any portion of the Services, and any applicable policies or terms; and (c) to interrupt the operation of the Services, or any portion of the Services, as necessary to perform routine or non-routine maintenance, error correction, or other changes.
- 4.6. Advertiser represents and warrants that Advertiser has all necessary licenses and clearances to use and submit to Pro Tool for posting on the Website the content contained in the advertising materials as specified on the insertion order.
- 4.7. Wired2fish reserves the right within its discretion to reject or remove from the Website any advertising materials, software code associated with the advertising materials (e.g. pixels, tags, JavaScript), or the website to which the advertisement is linked, that do not comply with these Terms of Service, or that in Wired2fish's sole reasonable judgment, do not comply with any applicable law, regulation, or other judicial or administrative order. In addition, Wired2fish reserves the right within its discretion to reject or remove from the Website any advertising materials or the website to which the advertisement is linked are, or may tend to bring, loss of goodwill, disparagement, ridicule, or scorn upon Wired2fish or any of its affiliates.
- 4.8. Advertisers and Online Retailers agree that any personally identifiable information obtained through user clicks on advertisements or other hyperlinked material shall be

used by Advertiser and Online Retailer in compliance with all applicable laws, rules and regulations and consistent with its posted privacy policies.

5. Copyright Policy

We do not permit copyright infringing activities and infringement of intellectual property rights on the Services and will remove any such content if properly notified that such content infringes another's intellectual property rights. If you are a copyright owner or an agent thereof and believe that any content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;
- description of the copyrighted work that you claim has been infringed;
- description of the material that you claim is infringing and where it is located on the Services;
- identification of the URL or other specific location on the Services where the material that you claim is infringing is located;
- your address, telephone number, and email address;
- 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;
- 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.

You can contact our Copyright Agent via email at copyright@wired2fish.com with "DMCA Notice" in the subject line or by mail at Copyright Agent, c/o Wired2fish, Inc., 29 County Road 63, Grand Rapids, MN 55744.

Upon receipt of such notice, we will investigate and remove material if necessary. You will be notified of the results of such investigation.

6. Term; Suspension; Termination

6.1. Wired2fish may, in its sole discretion, without prior notice and to the extent applicable, suspend or terminate your access to the Services and/or block your future access to the Services if we determine that you have violated these Terms of Service or other agreements or guidelines which may be associated with your use of the Services. You also agree that any violation by you of these Terms of Service will cause irreparable harm to Wired2fish for which monetary damages would be inadequate, and you consent to Wired2fish obtaining any injunctive or equitable relief that Wired2fish deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Wired2fish may have at law or in equity.

6.2. With respect to any termination or cancellation of this Agreement, you shall remain responsible for any fees, costs or expenses incurred prior to termination of this Agreement. Additionally, you shall be responsible for, and you agree to pay, any legal fees, court costs or expenses associated with enforcing the terms of this Agreement, whether upon termination or otherwise.

6.3. The provisions of this Agreement concerning prohibited activities, copyrights, trademarks, Submissions, disclaimers, limitation of liability, resolution of disputes, indemnity and jurisdictional issues shall survive any such termination or any other termination of this Agreement.

7. Disclaimers; Limitation of Liability

7.1. THE PRODUCTS AND SERVICES AND CONTENT OFFERED THROUGH THE SERVICES ARE PROVIDED "AS IS, AS AVAILABLE." ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.

7.2. The above disclaimer applies to any damages, liability or injuries, whether for breach of contract, tort, negligence or any other cause of action.

7.3. EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, WILL WIRED2FISH OR ITS THIRD PARTY LICENSORS OR SUPPLIERS BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF WIRED2FISH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL WIRED2FISH'S AND ITS SUPPLIERS' (INCLUDING LICENSORS AND THIRD PARTY PROVIDERS) LIABILITY TO YOU FOR ANY DAMAGES (DIRECT OR OTHERWISE) OR PENALTIES OR LOSS, REGARDLESS OF THE FORM OF ACTION OR CLAIM, EXCEED THE TOTAL FEES THAT WIRED2FISH ACTUALLY RECEIVED FROM YOU UNDER THESE TERMS OF SERVICE IN THE 6 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

7.4. BY USING THE SERVICES, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED. ACCORDINGLY, YOU AGREE TO WAIVE THE BENEFIT OF ANY LAW, INCLUDING, TO THE EXTENT APPLICABLE, CALIFORNIA CIVIL CODE SECTION 1542, THAT OTHERWISE MIGHT LIMIT YOUR WAIVER OF SUCH CLAIMS.

7.5. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THE FOREGOING SECTIONS APPLY REGARDLESS OF WHETHER THE LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTIES, OR ANY OTHER LEGAL THEORY, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7.6. **Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so these limitations may not apply to you.**

8. Indemnity

You agree to indemnify and hold Wired2fish its subsidiaries, parent corporation and affiliates, and all of their respective officers, directors, owners, employees, agents, attorneys, licensors, representatives, licensees, and suppliers (collectively, the "Wired2fish Parties"), harmless from any demands, loss, liability, claims or expenses (including attorneys' fees) (collectively, "Losses"), made against or incurred by Wired2fish due to or arising out of or in connection with: (a) your access to or use of the Services; (b) your violation of this Agreement or any applicable law or regulation; (c) your violation of any rights of any third party; or (d) any disputes or issues between you and any third party. In addition: (a) Advertisers agree to indemnify and hold the Wired2fish Parties harmless from all Losses made against or incurred by Wired2fish due to or arising out of or in connection with any advertising content and any of the products and services of such Advertisers; and (b) Online Retailers agree to indemnify and hold the Wired2fish Parties harmless from all Losses made against or incurred by Wired2fish due to or arising out of or in connection with any of the products and services of such Online Retailers.

9. Governing Law

You agree that all matters relating to your access to or use of the Services, including all disputes, will be governed by the laws of the State of Minnesota excluding: (a) its conflicts of law principles; and (b) the United Nations Convention on Contracts for the International Sale of Goods.

10. Dispute Resolution

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH WIRED2FISH AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

Binding Arbitration. You agree that to the fullest extent permitted by law all disputes, claims, suits, or controversies arising out of or in any way connected with these Terms of Service and the use of the Services (collectively, "**Disputes**"), shall be finally settled by binding arbitration administered by the American Arbitration Association ("**AAA**") under the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "**AAA Rules**") of the AAA, as modified by these Terms of Service. There shall be one (or if either party so requests, then by a panel of three arbitrators) appointed in accordance with the Rules, and you waive your rights to have any and all Disputes resolved in a court; provided, however, that this agreement to arbitrate does not extend to Disputes in which either party

seeks (i) injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, (ii) the right to pursue enforcement actions through applicable U.S. federal, state, or local agencies where such actions are available, or (iii) injunctive relief in a U.S. court of law. The language of the arbitration shall be English. The arbitration proceedings and decision of the arbitrator(s) shall be kept confidential (and may not be disclosed) by the parties or the arbitrator(s), except to the extent necessary to compel any award made by the arbitrator(s).

No Class Arbitrations, Class Actions or Representative Actions. Any Dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

Location. The location of the arbitration shall be in Minneapolis, Minnesota.

Authority of Arbitrator(s). As limited by the AAA Rules and these Terms, the arbitrator(s) will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator(s) do not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms, or to award punitive damages or any other damages that are not compensatory. The arbitrator(s) may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

Jurisdiction. To the extent that any lawsuit or court proceeding is permitted under these Terms of Service, to the fullest extent permitted by law you agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located in Minneapolis, Minnesota for the purpose of litigating all such disputes. You also waive your rights to a jury trial.

Time Limit for Claims. Any claim under these Terms of Service must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. You agree to the admissibility of computer records and electronic evidence in any dispute herein.

Severability of Dispute Resolution; Arbitration. In the event the provisions in this Dispute Resolution Section are held invalid or unenforceable, then this Dispute Resolution Section, in its entirety, will cease to apply, and the parties will not be obligated to arbitrate any Disputes.

11. Users Outside of the United States

- 11.1. Wired2fish and the Services are headquartered in the State of Minnesota. While the Services are accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Services are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. If you choose to access the Services from outside the United States, you do so on your own initiative, and you are solely responsible for complying with applicable local laws.
- 11.2. Canada. The parties declare that they have required that these Terms of Service and all documents related hereto, either present or future, be drawn up in the English language only. *Les parties déclarent par les présentes qu'elles exigent que cette entente et tous les documents y afférents, soit pour le présent ou le future, soient rédigés en langue anglaise seulement.*

12. Promotions

From time to time, Wired2fish may offer a sweepstakes or give away promotions ("**Promotion(s)**"). Each Promotion shall have its own specific rules ("**Official Rules**"), which you should review before entering. NO PURCHASE will be necessary to enter a Promotion or to win, and the odds of winning will depend on the number of entrants, unless otherwise stated in the Official Rules. All Promotions are void where prohibited and as indicated in the Official Rules.

13. Miscellaneous

- 13.1. The Services may contain Linked Sites, including those of Advertisers and Online Retailers, which are provided solely as a convenience to our users. Such Linked Sites are not under Wired2fish's control and Wired2fish is not responsible for and does not endorse the content of such Linked Sites, including any information, products, services or materials contained on such Linked Sites.
- 13.2. You may preserve these Terms of Service in written form by printing it for your records, and you waive any other requirement that these Terms of Service be evidenced by a written document.
- 13.3. All provisions of these Terms of Service are severable, and the unenforceability or invalidity of any of the provisions will not affect the enforceability or validity of the remaining provisions. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.
- 13.4. These Terms of Service, together with the [Privacy Policy](#) and any other legal notices published by Wired2fish, constitute the entire agreement between you and

Wired2fish with regard to your use of the Services. Wired2fish reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Service, at any time upon notice to you. Your continued use of the Services following the posting of changes indicates your agreement to and acceptance of the changes. If you do not agree with the modified terms, you may cancel your subscription. We last modified this Agreement on the date listed at the top of these Terms of Service.

- 13.5. Wired2fish's failure to insist on or enforce strict performance of these Terms of Service shall not be deemed a waiver by Wired2fish of any provision or any right it has to enforce these Terms of Service. Any such waiver must be in writing in order to be effective. Except as expressly set forth herein, these Terms of Service shall not be interpreted or construed to confer any rights or remedies on any third parties.
- 13.6. This Agreement is binding on the parties hereto and their respective successors and permitted assigns. Customer may not assign this Agreement without the prior written consent of Wired2fish. Any assignment in violation of this section is void.
- 13.7. Wired2fish's failure to perform any term or condition of this Agreement as a result of conditions beyond its control, including but not limited to, acts of God, war, strikes, fires, floods, governmental restrictions, power failures, pandemics or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement. In the event that Wired2fish is not able to provide Services during such event, during such period Customer's obligation to pay for the Services shall be suspended.
- 13.8. No text or information set forth on any other purchase order, preprinted form or document shall add to or vary the terms and conditions of this Agreement.
- 13.9. The parties are independent contractors. No joint venture, partnership, employment, or agency relationship exists between Customer and Wired2fish as a result of this Agreement or use of the Services.

Questions and Contact Information

Please contact us if you have any questions these Terms of Service. You may contact us by emailing us at info@wired2fish.com or sending correspondence to Wired2fish, Inc., 29 County Road 63, Grand Rapids, MN 55744.