

mCarrier Terms of Service

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We are headquartered in Fairfax County, Virginia, United States.

By using our Service, you are agreeing to these terms. Please read them carefully. Some Services impart additional terms or requirements; such additional terms become part of your agreement with us if you use those Services.

USING OUR SERVICES

You must follow any policies made available to you within the Service, and you agree to not misuse our Service. Legatus may, without notice, suspend or stop providing our Service to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

YOU MUST BE AT LEAST EIGHTEEN (18) YEARS OF AGE TO REGISTER AND USE OUR SERVICES. BY USING SERVICES, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THE TERMS AND ACCEPT FULL RESPONSIBILITY FOR ALL DATA, INCLUDING ANY GOVERNMENTAL AND OTHER FILINGS.

Legatus retains all rights to our property and any derivative Service. Legatus does not grant you the right to use any branding or logos used in our Service. Don't remove, obscure, or alter any legal notices displayed in or along with our Service.

YOUR ACCOUNT

You will need an account to use some of our Services. Different or additional terms may apply to the account, and Legatus may change these terms unilaterally and without notice. Your sole recourse is to close the account.

You must keep your account credentials confidential. We do not warrant any level of privacy or security but will advise of system operations and usage of data as we deem necessary.

PRIVACY AND COPYRIGHT PROTECTION

Legatus does not intend to sell, directly, account information or to use the information in a way to inconvenience you or your business. Moreover, you should not attempt or gain access to other user account information -- whether or not you have an active account unless a member of the other organization grants you permission. Legatus may use data or information in aggregated or non-aggregated form. In any event, Legatus owns the

content and products of our Service and will not reimburse any entity except as defined by contract. Mere usage of the Service does not entitle any user to compensation for anything.

You agree that Legatus will not be held responsible for any error or privacy issue, whether intentional or not, or by any user or Service.

We respond to notices of alleged copyright infringement and may terminate accounts of infringers according to the process set out in the U.S. Digital Millennium Copyright Act.

- **Your Content in our Services**

You agree not to store or cause to be stored any content that you do not have the right to provide.

Some of our Services allow you to upload, submit, store, send or receive content. Depending on the content, you may retain the right to use that content but agree that Legatus will retain ownership of any intellectual property rights in its content, systems, and methods, and may use content to support other users for any not-illegal purposes. You agree to hold Legatus harmless for any indiscriminate usage by any user or system, resulting in any damages or inconvenience, and you will bear the total responsibility and costs for pursuing remedies for such event(s). You agree that you will never request, pursue, or otherwise impugn or disparage Legatus efforts and you will never hold Legatus responsible for any damage or inconvenience.

Our systems analyze your content (including emails) to provide you personally relevant product features, such as customized search results, tailored advertising, and spam and malware detection. This analysis occurs as the content is sent, received, and when it is stored. We also use your data to identify issues with policy compliance and may, or may not, advise you as such. Any compliance issue or other conclusion that we provide to you, or about you, is advisory only and should not be understood as a recommendation.

Our systems keep and use all historical data, even if you close your account.

If you submit feedback or suggestions about our Services, we may use your feedback or suggestions without obligation to you. Moreover, we are not obligated to investigate or implement your feedback or suggestions although we do rely on such to improve service to you and all our uses.

- **About Software in our Services**

When a Service requires or includes downloadable software, this software may update automatically on your device once a new version or feature is available. Some Services may let you adjust your automatic update settings. Legatus gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by Legatus as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Legatus, in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission. Moreover, some such software may be expired or otherwise rendered unusable by our systems and we do not warrant continued use of that software or any substitute functionality.

Open source software is important to us. Some software used in our Services may be offered under an open source license that we will make available to you. There may be provisions in the open source license that expressly override some of these terms.

- **Modifying and Terminating our Services**

Legatus or software Legatus employs may add or remove functionalities or features, and we may suspend or stop a Service altogether. You can stop using our Services at any time, and Legatus may stop or modify its Services to you.

OUR WARRANTIES AND DISCLAIMERS

While we take care and pride in our work, Legatus does not warrant its Services.

LEGATUS DOES NOT MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES. WE PROVIDE THE SERVICES “AS IS”. IF A JURISDICTION PROVIDES FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, THEN YOU ARE NOT AUTHORIZED TO USE SERVICES IN THAT JURISDICTION. YOU ARE RESPONSIBLE FOR THE ACCURACY OF INFORMATION PROVIDED TO LEGATUS SOLUTIONS’ PRODUCTS AS WELL AS ANY INFORMATION THAT OUR PRODUCTS DERIVE FROM YOUR INFORMATION.

- **Liability for our Services**

While we take care and pride in our work, Legatus will not reimburse you for any error, act of omission, or act of omission. One should note that business rules and requirements differ across North America, change frequently, and are not always clear.

LEGATUS WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES. DO NOT USE LEGATUS SERVICES IF YOU DO NOT AGREE WITH THESE TERMS. THESE SYSTEMS PROVIDE MECHANICAL ASSISTANCE ONLY, AND YOU WILL BE RESPONSIBLE FOR ALL ACTIONS AND FILINGS TO INCLUDE, BUT ARE NOT LIMITED TO, NATIONAL AND OTHER JURISDICTIONS, SUCH AS THE UNITED STATES GOVERNMENT, STATES OF THE UNITED STATES, AND PROVINCES OF CANADA.

USE OF OUR SERVICES IMPLIES ACCEPTANCE OF OUR TERMS

If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify Legatus and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys’ fees.

ABOUT THESE TERMS

Without any notice, Legatus may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. We'll post notice of modifications to these terms on this page. We'll post notice of modified additional terms in the applicable Service. Changes will not apply retroactively and will become effective when they are posted or at a date specified in the notice. Legatus will intend to provide advance notice. If you do not agree to the any original or modified terms for a Service, you should discontinue your use of that Service.

If you do not comply with any term, and we don't detect the noncompliance or take action at any point, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future). If it turns out that a particular term is not enforceable, this will not affect any other terms.

Any interpretation of these terms will be per Fairfax County, the Commonwealth of Virginia, and any dispute will be litigated exclusively in the federal or state courts of Fairfax County, Virginia. You and Legatus consent to personal jurisdiction in those courts.

CONTACT US

You may contact us at terms@ls-corp.com.

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