

WARRANTY DISCLAIMER

Siren Telephone Co. services are provided on an “as is, as available” basis. Siren Telephone Co. disclaims any and all warranties with regard to the services (whether express or implied), including without limitation

- any implied warranties of merchantability, fitness for a particular purpose, infringement or title
- any warranty of quality, functionality, operability, use or performance of the services
- any warranty of the accuracy, completeness or validity of the data or information communicated through the services
- any warranty of the continuous availability of the services, or that the services will be uninterrupted or error free.

LIMITATIONS OF LIABILITY

Under no circumstances and under no legal theory (whether tort, contract or otherwise) shall Siren Telephone Co. be liable for any indirect, special, incidental or consequential damages whatsoever (including, without limitation, damages for business interruption, computer failure or malfunction, loss of profits, goodwill or information, or any other pecuniary loss or damage) arising out of or relating to Siren Telephone Co. (including, without limitation, use or inability to use the services), even if Siren Telephone Co. has been advised of the possibility of such damages.

Under no circumstances shall Siren Telephone Co. cumulative liability to customer exceed the service charges paid by customer to Siren Telephone Co. for the services during the six (6) months immediately preceding the event for which liability is claimed.

- Siren Telephone Co. is not responsible for any damages or injuries arising from Customers use of Siren Telephone Co. or inability to use Siren Telephone Co.
- Siren Telephone Co. is not responsible for undelivered e-mail. There is no guarantee of message receipt or delivery. Return receipts may be requested, but there is no guarantee that the recipients e-mail system will honor such requests.
- Siren Telephone Co. is not obligated to store the contents of Customer’s e-mail messages and is not obligated to produce copies of e-mail messages to Customer.
- Siren Telephone Co. is not responsible for Customer’s personal files residing on Siren Telephone Co. system. Customer is responsible for independent backup of all such data. If Customer exceeds the published space limitation for personal files (Web space, e-mail, FTP, etc.), Siren Telephone Co. will notify the Customer via e-mail to reduce the file storage space. If Customer fails to reduce the storage space within the specified time period, Siren Telephone Co. reserves the right to delete files from the Customer’s personal space without further notice.

· Customer is hereby warned that some sites accessible Siren Telephone Co. allow posting, viewing, retrieval, and/or electronic mailing of materials that may be considered obscene, offensive, inaccurate, incomplete, defamatory, harmful or objectionable. Siren Telephone Co. is not responsible for Customer's inadvertent or deliberate access to such material and cannot prevent access of such materials.

OPERATION

Siren Telephone Co. reserves the right to change its services without notice including but not limited to access procedures, hours of operation, menu structures, commands, documentation, and services offered.

· Siren Telephone Co. reserves the right to delete Customer's personal files which have not been accessed for more than one (1) month.

· Customer understands that Siren Telephone Co. may be interrupted for several reasons, including but not limited to malfunctions, maintenance, improvement or as required to protect network resources in the event of malfunctions or misuse. Customer understands that it may not receive advance notification of any such interruption of service.

· Siren Telephone Co. shall not be liable for any delay in or failure to perform the services caused by circumstances entirely beyond its control such as those occasioned by acts of God or other causes or which it could not have reasonably foreseen or any other cause which similarly impedes the providing of service.

Siren Telephone Co. reserves the right in its sole discretion to delete any information entered into Siren Telephone Co. computer systems by Customer. Siren Telephone Co. and its authorized representatives shall have the right, but shall not be obligated, to edit publicly viewable information.

· Customer hereby agrees that any material submitted for publication on Siren Telephone Co. through Customer's Account(s) does not violate or infringe upon any copyright, trademark, patent, statutory, common law or proprietary rights of others, or contain anything obscene, objectionable, or libelous.

· Siren Telephone Co. at its sole judgment, may immediately suspend Customer's access to the service upon any breach of any of the Terms and Conditions by Customer, including, but not limited to, refusal or failure to pay for services provided or disruptive online behavior.

· Siren Telephone Co. reserves the right to terminate access to service for any Customer Account(s) which have been inactive for six (6) months or longer.

· Siren Telephone Co. may modify these Terms and Conditions at any time