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Product Availability

The availability of the products described on the Website, and the product descriptions, may vary from location to location. You should consult the applicable WorldGate subsidiary or authorized distributor for availability of specific products in Your area.

Export of Information

The United States Export Controls laws prohibit the export of certain technical data and software to certain territories. No content from the Website may be downloaded or otherwise exported in violation of United States law or any other local law from where You may be accessing the Website. You agree to comply with all United States and foreign Federal, State and local laws and regulations applicable to the use of the Website.

Limitation of Liability

WORLDGATE OR ITS SUBSIDIARIES, AFFILIATES, DIRECTORS, EMPLOYEES, REPRESENTATIVES OR AGENTS MAY NOT, UNDER ANY CIRCUMSTANCES BE HELD LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF (OR THE INABILITY TO USE) THE WEBSITE OR ANY MATERIAL ON THE WEBSITE. THIS INCLUDES, BUT IS NOT LIMITED TO, THE LOSS OF DATA OR LOSS OF PROFIT, EVEN IF WORLDGATE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF ALL OR PART OF THIS LIMITATION OF LIABILITY IS FOUND UNENFORCEABLE FOR ANY REASON, THEN THE MAXIMUM AGGREGATE LIABILITY OF WORLDGATE AND ITS SUBSIDIARIES, AFFILIATES, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS UNDER SUCH CIRCUMSTANCES FOR LIABILITY THAT WOULD OTHERWISE HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

Assignment

The TOU may not be assigned or transferred by You without the prior written consent of WorldGate. WorldGate may assign the TOU to any subsidiary or third party in part or in whole.

Disputes

PLEASE READ THIS SECTION OF THE TOU CAREFULLY, AS IT PROVIDES FOR THE RESOLUTION OF MOST DISPUTES THROUGH BINDING ARBITRATION.

WorldGate and You agree to arbitrate any and all disputes and claims between You and WorldGate. References to "WorldGate" and "You" in this section entitled "Disputes" include each of WorldGate's and Your respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors and assigns. The arbitration process established in this TOU is governed by the Federal Arbitration Act. Arbitration means that all disputes and claims will be resolved by a neutral arbitrator instead of by a judge or jury in a court. This agreement to arbitrate is intended to be given the broadest possible meaning under applicable law. Notwithstanding anything to the contrary in this TOU, You and WorldGate agree that (i) You or WorldGate may take any disputes over the validity of any party's intellectual property rights to a court of competent jurisdiction; (ii) any dispute related to or arising from allegations associated with Your fraudulent or unauthorized use, theft, or piracy may be brought in a court of competent jurisdiction; and (iii) WorldGate may seek any interim or preliminary relief from a court of competent jurisdiction, necessary to protect the rights or property of WorldGate, pending the completion of arbitration. All other disputes arising out of this TOU (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal or equitable theory) must be resolved by final and binding arbitration. Before You initiate arbitration concerning this TOU, You must notify WorldGate in writing of such dispute to give WorldGate an opportunity to resolve the dispute for a period of 60 days. The written notice must be mailed to WorldGate's Legal Department at 3190 Tremont Avenue, Trevoze, Pennsylvania 19053.

Any dispute arising out of this TOU that is not satisfactorily resolved may be submitted to the American Arbitration Association ("AAA") for final and binding arbitration. Any claim or dispute arising out of this TOU must be brought by You within one (1) year after the date on which the basis for the claim or dispute first arises, or You waive the right to pursue a claim based upon such claim or dispute. You may contact the AAA by telephone at 1-800-778-7879, by email at Websitemail@adr.org, or by mail at 335 Madison Avenue, Floor 10, New York, New York 10017. You may also obtain additional information about AAA and its procedures from AAA's website, at www.adr.org. In conducting the arbitration, and in making any award, the arbitrator will be bound by and must strictly enforce the terms of this TOU, and will not expand, limit, or otherwise modify the terms of this TOU. The arbitrator will not award damages that are not expressly authorized by this TOU. The arbitrator will not have authority to award punitive or exemplary damages or attorneys' fees. You and WorldGate expressly waive any claims for an award of damages that are excluded under this TOU.

The arbitration will be based only on written submissions of the parties, and the documents submitted to the AAA relating to the dispute, unless either party requests that the arbitration be conducted pursuant to the AAA's in-person, telephonic, or on-line procedures. You have the right to be represented by an attorney in any arbitration. You must pay the applicable AAA filing fee when You submit Your written request for arbitration to the AAA. Unless otherwise provided for in the AAA rules, or in the arbitration award, all other administrative fees and expenses of an arbitration, including, without limitation, the fees and expenses of the arbitrator, will be divided equally between You and WorldGate. The prevailing party may seek to recover from the other party the AAA's fees and the expenses of the arbitrator. Unless applicable substantive law provides otherwise or as otherwise provided in this TOU, each party will pay its own expenses to participate in the arbitration, including, without limitation, attorneys' fees and expenses for witnesses, document production, and evidence presentation. All post-award proceedings will be governed by the Federal Arbitration Act. Any award may be confirmed and enforced in any court of competent jurisdiction. The arbitration will be confidential. Neither You nor WorldGate may disclose the existence, content, or results of the arbitration, except to confirm and enforce the award, or as may be required by law.

Each dispute arising out of this TOU will be resolved on an individual basis. You may not join Your dispute with the claims or disputes of any other person(s) in any other lawsuit or arbitration. You specifically agree that You will not bring any dispute as part of a class-action, and further agree not to act as a class representative or participate as a member of a class of claimants with respect to any dispute arising out of this TOU.

Governing Law

The validity, construction and performance of this TOU will be governed by the substantive laws of the Commonwealth of Pennsylvania, without giving effect to any provisions that would result in this TOU being governed by the law of any jurisdiction other than that of the Commonwealth of Pennsylvania. In addition, this Agreement will not be governed or interpreted in any way by referring to any law based on the Uniform Computer Information Transactions Act, even if that law has been adopted in Pennsylvania, and application of the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods are hereby excluded. Subject to the section entitled "Disputes", the parties hereby consent to the exclusive jurisdiction of, and venue in, any federal court of competent jurisdiction located in the city of Philadelphia, Pennsylvania or any state court of competent jurisdiction located in Bucks County, Pennsylvania for the purposes of adjudicating any matter arising from or in connection with this TOU. THE PARTIES UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL FOR ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS TOU AND/OR THE USE OF THE WEBSITE.

Data Privacy

You agree to comply in all respects with all applicable data protection laws and regulations (or any legislation or regulations amending or replacing the same) (together, the "Data Protection Laws"). You shall in connection with this TOU (i) not do or permit anything to be done through an act or omission which might increase, jeopardize or contravene WorldGate's liability under Data Protection Laws; and (ii) enter into such agreements as WorldGate shall reasonably require in relation to the cross border migration of personal data. You shall indemnify and keep WorldGate fully indemnified against any and all liability, loss, damage, costs (including legal costs) and expenses which WorldGate, or any of its subsidiaries or affiliates, may incur or suffer whether direct or consequential (including without limitation any economic loss or other loss of profits, business or goodwill) as a result of any breach of this Section entitled "Data Privacy".

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Changes to TOU

WorldGate reserves the right, at WorldGate's discretion, to change, modify, add, or remove portions from this TOU at any time by posting such changes to the Website. You should review the TOU regularly for changes, and can determine if changes have been made by checking the Effective Date below. Your continued use following the posting of any changes to this TOU means you accept such changes.

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