# Terms of Service

Before you begin using any of Intand Corporation's ("Intand") websites or services (collectively, "Services"), please carefully review these Terms of Services (the "Terms of Service" or "Agreement"). These Terms of Service ("Terms of Service") are an agreement between you and Intand, and by using our Services you are agreeing to be bound by these Terms of Service. It is important that you understand both the benefits inherent in the use of our Services as well as our limitations.

This Agreement applies to the websites owned by Intand, including the website accessible at www.tandemcal.com ("tandemcal.com"). We offer a different combination of Services, tools and resources from one site to another, and this Agreement applies to all Services provided on all our sites.

Questions about the Terms of Service should be sent to support@tandemcal.com.

**Acceptance of Terms**

When you complete the Account registration process, you agree to these Terms of Service. These Terms of Service may be updated from time to time without notice to you. Any new features that augment or enhance the current Services, including the release of new tools and resources, are subject to these Terms of Service. Your continued use of our Services signifies your acceptance of these changes. The most current version of these Terms of Service will always be available to users on this page for you to read.

When using free services offered through Intand's third-party service providers, you will be subject to terms posted by these third-party service providers. Registration for an tandemcal.com Account and/or site signifies your agreement to those additional terms. Also, by opting into third-party offers, you will be subject to terms posted by those third parties. Opting into such offers signifies your agreement to those additional terms.

**About Our Services**

1. **Services**. As a commitment to our users, we currently provide you with access to a rich collection of online resources and capabilities. These include various personalized content, communication tools and branded programming through Intand's website-based "Service." Some Services offered on tandemcal.com are provided free of charge, while others require payment. We reserve the right to change the cost of any Service, or to charge for any Services, at any time without notice. You understand that Intand uses third-party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Services. While Intand requires compliance with these Terms of Service by its users, you understand and agree that Intand is not responsible for content posted on the Services and you nonetheless may be exposed to materials which may violate these Terms of Service. You agree to use the Services at your own risk.
2. **Service Limitation**s. We will do our best to make your experience with tandemcal.com a pleasurable one, but we cannot always foresee or anticipate technical or other difficulties. These difficulties may result in loss of data, personalization settings, or other service interruptions. For this reason, you agree that Intand's Services, including the services of our third-party service providers, are provided "AS IS" and "AS AVAILABLE." Intand and our third-party service providers do not assume any responsibility for the timeliness, deletion, miss-delivery, or failure to store any user data, communications, or personalization settings.
3. **Service Changes and Discontinuation**. Intand reserves the right to change, modify or discontinue, temporarily or permanently, any or all of the Services at any time without notice. You agree that Intand will not be liable to you or any third-party for any modification or discontinuance of the Service. Violation of any of the terms of this Agreement may result in the termination of your Intand account, and your inability to access our Services, including our websites. Unless your account is terminated due to your violation of any term of this Agreement, if we terminate your paid subscription, we may, at our discretion, refund that portion of the subscription which was paid but remains unused at the time of termination.
4. **Modifications to Pricing**. Upon thirty days notice, Intand reserves the right to change the price of any Service. Such notice may be provided at any time by posting the changes to the Tandem Site (www.tandemcal.com) or the Services itself. You agree that Intand will not be liable to you or to any third-party for any modification, price change, suspension, modification or discontinuance of the Services; provided, however, that we agree not to increase the pricing on such accounts during the term of the paid subscription unless you modify or upgrade the Service.
5. **Cancellation**. Other than with regard to free trials, we will send you email notification at least 30 days prior to the expiration date of your paid subscription. If, after such 30-day free trial, you do not purchase a subscription or at any time you do not renew your paid subscription, all of your content will be immediately deleted from the Services upon cancellation or expiration of your free or paid subscription. You understand that this information cannot be recovered once your account is cancelled or has expired.
6. **Privacy Policy**. Intand respects your privacy and has developed a detailed Privacy Policy that is incorporated into this Agreement. Please take the time to read our Privacy Policy. By agreeing to these Terms of Service, you are also accepting the terms of our Privacy Policy.

**Account Terms**

1. **Individual of a Certain Age**. You agree that you are a human, and understand that accounts registered by "bots" or other automated methods are not permitted. Our Services are not directed to children under the age of 13. Intand prohibits registration by, and will not knowingly collect personally identifiable information from, anyone under 13.

Note to Parents: If you have any concerns about tandemcal.com or its related Services, contact us by sending an email toparents@tandemcal.com.

1. **Provide Accurate Information**. You agree to provide true, accurate, current and complete information about yourself as requested by Intand in order to complete the registration process, including a valid email address (we call all this information "Registration Data").
2. **Single Login**. You agree that your login will only be used by one person - a single login shared by multiple people is not permitted. You may create separate logins for as many people as you'd like.
3. **Guard Your Password**. You will be asked to create a username and password upon setting up your account. You agree to maintain the confidentiality and security of your account, username and password, and will be fully responsible for all activities that occur using your account, username and password. Intand will not be liable for any loss or damage from your failure to comply with this security obligation. Please notify Intand immediately of any unauthorized use of your account, username or password or any other breach of security.
4. **Limited License; Use of Service**. Intand grants to you a limited personal, non-exclusive, non-transferable license, without right to sublicense, to access our websites and use the Service set forth thereon. Unless otherwise specified in advance in writing, the Services are for your personal and non-commercial use only. For the avoidance of doubt, the Services shall also include, without limitation, email and voicemail services, bulletin and support groups, chat areas, news groups, forums, communities, calendars, surveys, promotions and various other message communication applications.
5. **Content Restrictions**. All website design, text, graphics, the selection and arrangement thereof, and all software that are part of tandemcal.com are protected by international copyright laws. Except as expressly provided herein, the publication, sale, or redistribution in any form or medium of text, photos, graphics, audio, and/or video materials or any other form of proprietary content found on Intant.com is strictly prohibited without the prior written permission of tandemcal.com. Content that is publicly available on tandemcal.com may not be stored in a computer, except for personal and noncommercial use.
6. **Your Content**. You are responsible for all content posted and activity that occurs under your account (even when content is posted by others who have accounts under your account). By setting your events and associated content to be shared publicly, you agree to allow others to view and share your content. Intand does not pre-screen content, but Intand and its designee have the right (but not the obligation) in their sole discretion to refuse, modify or remove any content that is available via the Service. The look and feel of the Services are copyright protected; all rights reserved. You may not, and agree not to, reproduce, duplicate, copy, sell, resell, reuse or exploit any portion of the Services, use of the Services, access to the Services or HTML/CSS or visual design elements of the Services without the express prior written permission of Intand.
7. **Free Accounts**. No institution or person may maintain more than one free account.
8. **Obey the Law**. You agree not to use the Services for any illegal or unauthorized purpose, or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringes the copyrights or other intellectual property of others. You further agree that, in the use of the Services, you will not violate any laws in your jurisdiction, including with respect to posting any content on the Services.
9. **Use Email and Voice-Mail Responsibly**. Some of Intand's websites provide users with access to email, and may in the future offer access to voicemail accounts. As an account user, you agree not to use the Services to broadcast, upload, post, host or transmit any "junk mail," "spam," "chain letters," or unsolicited mass distribution of files or images. You also agree not to distribute or transmit any worms or viruses or any code of a destructive nature. In order to ensure that these communication services are not abused, Intand may establish general practices and limits concerning their use. These may include but are not necessarily limited to a maximum number of days that messages will be retained by the Services, a maximum number of messages that may be sent from or received by an account, a maximum size or length of any message that may be sent from or received by an account, a maximum amount of disk space that will be allotted for your stored messages, and a maximum time period and number of times you may have access to the service in a given time frame. If you receive email that you find harassing, please forward the email describing the situation to support@tandemcal.com.
10. **Photos and User-Submitted Content**. We reserve the right to delete any photo posted on our websites that we find in violation of our photo guidelines and standards. Photo guidelines and standards include prohibitions against nudity or content that could be deemed offensive, inappropriate, or in violation of copyright rules and restrictions. Similarly, we also reserve the right to remove any content that we, in our sole discretion, find unlawful, harassing, libelous, privacy invading, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable.
11. **Limits On Uses of User Information**. By using our websites, you agree not to data-scrape, copy, aggregate, redistribute, alter, reproduce, or re-use for commercial purposes any user's (whether specific to any particular user or as an aggregation of users' information) information accessible through of our Services. "Commercial purposes" can include, but is not limited to, selling information to third parties; using the data collected to customize users' experiences at a site or network outside of tandemcal.com; using the data for targeted marketing campaigns not affiliated with tandemcal.com; or using the data to offer services to tandemcal.com users except as expressly permitted by such Service. Intand reserves the right to take immediate action against any individual or entity participating in any of the prohibited actions mentioned above.
12. **Authorized Users of Your Account**. You agree that you will only permit access to your account information (calendars), and to ensure that access to such information is limited only, to those users who have reason to need such information and who have agreed to these Terms of Service. You agree that Intand will not be responsible for any unauthorized use to such information and to report all unauthorized use to Intand immediately.
13. **No Improper Use of the Services**. You agree not to modify, adapt or hack any of the Services or modify another website so as to falsely imply that it is associated with the Services, Intand, or any other Intand service.
14. **Consolidated Sites**. You should exercise caution when using consolidation sites. Consolidation sites are internet sites that offer the ability to collect all of your personal information on one site. For example, you may be encouraged to provide consolidation site operators access to your tandemcal.com account or user information so that the information can be used to design customized search engines, web pages, or advertising for you. All transactions initiated through a consolidation site using access information you provide are considered to be authorized by you, whether or not you were aware of the specific transaction. Intand is therefore not responsible if the security, accuracy, or quality of your information is compromised by a consolidation site you have authorized to access your data.

**API Terms**

Some customers may access their Tandem account data via an API (Application Program Interface). Any use of the API, including use of the API through a third-party product that accesses Tandem, is bound by the terms of this Agreement plus the following specific terms:

1. You expressly understand and agree that Intand shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Intand has been advised of the possibility of such damages), resulting from your use of the API or third-party products that access data via the API.
2. Intand, in its sole discretion, reserves the right at any time to modify or discontinue, temporarily or permanently, your access to the API (or any part thereof) with or without notice.

**Rights You Grant to Intand**

1. **Distributing Content You Produce**. Subject to our Privacy Policy you are licensing to Intand and our third-party service providers any "content" you provide through tandemcal.com or to Intand and the Services we offer. This license is irrevocable, royalty-free and transferable, and may be sublicensed in our discretion. Further, Intand may modify, display, distribute and create new material using such content for the promotion and marketing of our Services and the operation of our system. Notwithstanding this license, Intand will take reasonable precautions to help you to keep your email and voicemail messages private. By submitting content, you automatically agree, or promise, that the owner of such content has expressly agreed that, without any particular time limit, and without the payment of any fees, Intand and anyone they permit may reproduce, display, distribute, and create new works of authorship based on and including the content. You may not submit materials that have been trademarked or copyrighted by anyone other than yourself.
2. **Account Access**. In order to ensure that we are able to provide high-quality services that are responsive to users' needs, you agree that Intand employees, representatives and agents have access to your account and records as reasonably needed to investigate concerns or complaints, or to provide support to you as a user of our Services.
3. **Merger or Acquisition**. In order to ensure a smooth transition of Services relative to your subscription, in the event of a merger, acquisition, reorganization, sale of all or substantially all of its assets, or the sale of an individual website owned by Intand, Intand may transfer your personally identifiable information to a third-party as a part of such merger, acquisition, reorganization, or sale.

**Other General Conditions**

1. **Technical Support**. Technical support is only provided for paid subscriptions and is available via email, web-based videos and user forums and by phone Monday through Friday, 7:00 am to 5:30 pm U.S. Pacific time.
2. **User Treatment**. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any user of the Services or any of its representatives or authorized users will result in immediate account termination.
3. **Transmission of Your Content**. You understand and agree that the technical processing and transmission of the Services, including your content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

**Other Legal Matters**

You expressly understand and agree to the following:

1. Disclaimer of Warranties. You expressly understand and agree to the following:
   * Intand makes no warranty that (i) the Services will meet your requirements, (ii) the Services will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Services will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Services will meet your expectations, (v) that your email or voicemail messages will not be lost, and (vi) any errors in the software or other Services will be corrected.
   * Any material downloaded or otherwise obtained through the use of the Services is done at your own discretion and risk, and you will be solely responsible for any potential damage to your computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from Intand, our third-party service providers, or through or from the Services will create any warranty not expressly stated in the terms.
   * Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.
   * To the extent that any part of this section is not consistent with any other part of these Terms of Service, then this Disclaimer of Warranties will override it.
2. **No Endorsement of Use Content**. You acknowledge and agree that Intand does not endorse the content of any user and is not responsible or liable for any content, even though it could be unlawful, harassing, libelous, privacy invading, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable, or that it infringes or may infringe the intellectual property or other rights of another. You acknowledge that Intand does not pre-screen all content, but that Intand and their designees have the right (but not the obligation) in their sole discretion to refuse, edit, move, modify or remove any content that is publicly available via the Services.
3. **Limitation of Liability**. You expressly understand and agree that Intand will not be liable for any harms, which lawyers and courts often call direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses (even if Intand has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Services; (ii) the cost of getting substitute goods and services resulting from any products, data, information, or services purchased or obtained or messages received or transactions entered into through or from the Service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of anyone on the Services; or (v) any other matter relating to the Service.
4. **Indemnification**. You agree to protect and fully compensate Intand and their service providers from any and all third-party claims, liability, damages, expenses, and costs (including, but not limited to, reasonable attorneys' fees) arising from your use of the Services, your violation of any of these Terms of Service or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.
5. **Miscellaneous**. Intand provides information of a general nature and is designed for informational and entertainment purposes only and is not meant to be a substitute for medical, health, legal, or financial advice from a professional. Consult with your professional for any specific medical, health, legal, or financial concern.
6. **No Waiver or Assignment**. Intand's rights under this Agreement may not be waived unless Intand agrees to such change in writing. This Agreement is personal to you, and you may assign this Agreement only with Intand's prior written approval. Any other attempt to assign, transfer, or delegate this Agreement shall be null and void. Our failure to exercise or enforce any right or provision of the Terms of Service will not constitute a waiver of such right or provision. These Terms of Service constitute the entire agreement between you and Intand and govern your use of the Services, superseding any prior agreements between you and Intand (including, but not limited to, any prior versions of the Terms of Service).
7. **Notices**. Any notices related to this Agreement need to be given in writing to one another at our address posted under "Contact Us" atwww.tandemcal.com, or any new address that is given in such a notice.
8. **Governing Law; Miscellaneous**. This Agreement is governed by the laws of the State of Washington, USA, without regard to its conflicts of law provisions; and you hereby consent to the jurisdiction of and venue in the federal and state courts located in King County, Washington, USA in all disputes arising out of or relating to the Services. In addition, you hereby consent to the exclusive jurisdiction of and venue in such courts for any action commenced by you against us (or our affiliates). Use of the Service is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this Section. You shall not, and agree not to, use the Services in any manner contrary to local, state, or federal law. Intand expressly disclaims any and all responsibility or liability for any action by you that is contrary to such law(s) and reserves the right to terminate your account and the Services immediately upon notice if you fail to comply with any such local, state, or federal law. Our performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of our right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Services or information provided to or gathered by us with respect to such use. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect. This Agreement constitutes the entire agreement between you and us with respect to the Service and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and us with respect to the Service (including any prior Terms of Service). A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

**Questions about the Terms of Service should be sent to Support@tandemcal.com.**

Effective date: December 1, 2009

**Subscription (also known as "Tandem Plus " or "Tandem Standard ") Additional Terms of Service**

THIS SUBSCRIPTION AGREEMENT ("AGREEMENT") IS A LEGAL AND BINDING AGREEMENT BETWEEN YOU ("SUBSCRIBER," "YOU," "YOUR," OR "YOURSELF") AS THE END USER, AND INTAND CORPORATION ("OUR," "US," OR "WE"). PLEASE READ THIS AGREEMENT CAREFULLY PRIOR TO USING OUR "TANDEM PLUS" OR "TANDEM STANDARD" SERVICES (HEREAFTER THE "SERVICES"). BY REGISTERING FOR THE SERVICES, YOU ARE CONSENTING TO BECOME A PARTY TO THIS AGREEMENT AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS HEREIN. IF YOU DO NOT ACCEPT AND AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING THE FOREGOING), PLEASE DISCONTINUE THE REGISTRATION PROCESS.

1. **Representation of Subscriber**. The Subscriber hereby warrants and represents that he or she is in all respects qualified and competent to enter into this Agreement.
2. **Terms of Service**. The Subscriber hereby agrees to comply with all the Terms of Service posted at www.tandemcal.com/Terms.htm, which are hereby incorporated into this Agreement by this reference. In the event of a conflict between the Terms of Service and this Agreement, the provisions of this Agreement shall control.
3. **Use Restriction**. The material on Intand websites is for the private, noncommercial enjoyment of its users only. Any other use is strictly prohibited. Intand spends a great deal of time and money to obtain the information appearing on its websites. Subscribers agree that they will not copy, publish, or in any way make available publicly any news, pictures, interviews, features, or any other information from our websites, without our prior express written permission. Subscribers agree that, should they violate any term of these Terms of Service, Intand, in its sole discretion, reserves the right to cancel their subscription immediately. Unless your account is terminated due to your violation of any term of this Agreement, if we terminate your paid subscription, we may, at our discretion, refund that portion of the subscription which was paid but remains unused at the time of termination. Additionally, you agree that Intand or its designee may prosecute, to the fullest extent of the law, any unauthorized reuse of copyrighted information (pictures, interviews, features, videos, audio, etc.).
4. **Payment Obligation and Credit Card Authorization**. You are responsible for paying all periodic subscription fees. All listed fees are in U.S. dollars. You hereby authorize Intand to charge your credit card (or invoice your organization) to pay for the ongoing cost of your subscription. At our discretion, your subscription may be automatically renewed for a term equal to the original term upon expiration of the then-current term at a price equal to the current regular, nonpromotional price, and continually thereafter, unless you terminate the subscription online in advance of the renewal date pursuant to the process set forth below. Subscriber acknowledges and agrees that the authorization to charge Subscriber's credit card for services shall automatically transfer to any successors or assigns of Service for substantially similar services at the same website. Subscriber may not assign or transfer his or her subscription to any other person or entity. You must be at least 18 years old (or have the permission of a credit card holder who is) to order subscriptions online.
5. **Form of Payment and Billing**. Payment must be made by a major credit card accepted by Intand (currently American Express, VISA, MasterCard, and Discover), check, money order, or PayPal. Cash will not be accepted. If Intand does not receive payment from the credit card issuer or its agent, you agree to pay all amounts due upon demand by Intand. Your card issuer agreement governs your use of your designated card in connection with the Services, and you must refer to that agreement and not this Agreement to determine your rights and liabilities as a cardholder. YOU, AND NOT INTAND, ARE RESPONSIBLE FOR PAYING ANY AND ALL AMOUNTS BILLED TO YOUR CREDIT CARD BY A THIRD PARTY THAT WERE NOT AUTHORIZED BY YOU.
6. **Pricing Changes**. INTAND RESERVES THE RIGHT, AT ANY TIME AND IN ITS SOLE DISCRETION, TO CHANGE ITS FEES AND BILLING METHODS, INCLUDING THE ADDITION OF SUPPLEMENTAL FEES OR SEPARATE CHARGES FOR CONTENT OR THE SERVICES PROVIDED. INTAND MAY ADDITIONALLY PROVIDE NOTICE OF BILLING CHANGES VIA EMAIL, AND YOU AGREE THAT SUCH NOTICES ARE VALID AND ENFORCEABLE AS OF THE DATE THE EMAIL IS SENT TO YOU. Notwithstanding the foregoing, unless a paid subscription is modified or upgraded, we agree not to increase the pricing on accounts during the term of the paid subscription.
7. **Cancellation of Your Subscription**. You may cancel your subscription at any time; however, any unused portion of your subscription will not be refunded. When you terminate your subscription, your account will not be automatically renewed and your access will be terminated on the expiration date of the then-current subscription period.
8. **Termination by Intand**. You acknowledge that Intand, in its sole discretion, may terminate your username, password, account (or any part thereof), or use of the Services for any or no reason, including, without limitation, if we believe you have violated or acted inconsistently with the letter or spirit of the Agreement or any of the Terms of Service. Intand may also in its sole discretion and at any time discontinue providing the Services, or any part thereof, with or without notice. You agree that any termination of your access to the Services under any provision of this Agreement may be effected without prior notice, and acknowledge and agree that Intand may immediately deactivate or delete your account and/or bar any further access to the Services. Further, you agree that Intand is not liable to you or any third-party for any termination of your access to the Services. Unless your account is terminated due to your violation of any term of this Agreement, if we terminate your paid subscription, we may, at our discretion, refund that portion of the subscription which was paid but remains unused at the time of termination.
9. **Subscriber Information**. You agree to provide true, accurate, current, and complete information about yourself as prompted by the Services registration process. You are solely and entirely responsible for maintaining the confidentiality of your username and password. Furthermore, you are solely and entirely responsible for any and all activities that occur under your account. You also agree to promptly inform Intand of any of the following: changes in the expiration date of any credit card used in connection with the Services; changes in your home or billing address; and apparent breaches of security, such as loss, theft, or unauthorized disclosure or use of an account, username or password. Until Intand is notified by email of a breach in security, the Subscriber will remain liable for any and all unauthorized use of "Tandem Plus" or "Tandem Standard" Services.
10. **Access**. You are responsible for providing all personal computer and communications equipment necessary to gain access to the Services. Access to and use of "Tandem Plus" and "Tandem Standard" Services is through a combination of a username and password. Each Subscriber must keep his or her password strictly confidential. Intand will release passwords if specifically required by law or court order. Unauthorized access to "Tandem Plus" or "Tandem Standard" Services is a breach of this Agreement and a violation of law.
11. **Warranty**. No warranty is made by Intand regarding any information, services, or products provided through or in connection with "Tandem Plus" or "Tandem Standard" Services, and Intand hereby expressly disclaims any and all warranties, including without limitation: any warranties as to the availability, accuracy, or content of information, products, or services; or any warranties of merchantability or fitness for a particular purpose. Some states/provinces do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.
12. **Limitations of Liability**. YOU HEREBY AGREE THAT INTAND WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF REVENUE, PROFITS, OR DATA ARISING IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT AND THE SERVICES WILL NEVER EXCEED THE TOTAL FEES PAID BY YOU UNDER THIS AGREEMENT.
13. **Modification**. This Agreement is subject to change by Intand at any time without notice. We may modify any of the terms and conditions contained in this Agreement, including our other Terms of Service at any time in our sole discretion. The updates and all changes will be posted at www.tandemcal.com/Terms.htm. If any modification is unacceptable to you, you agree that your only recourse is to terminate this Agreement. Your continued use of any Service following our posting of a change notice or new Agreement on tandemcal.com will constitute your binding acceptance of the change.
14. **Notices**. Notices by Intand to Subscribers may be given by means of electronic messages or by a general posting on the Services. Notices by Subscribers may be given by electronic messages to www.tandemcal.com/support.
15. **FAQ**. For answers to questions about Intand or your "Tandem Plus" or "Tandem Standard" Services subscription, please visitwww.tandemcal.com/support. All questions that can't be answered via this resource should be sent by means of electronic message toSupport@tandemcal.com.
16. **Miscellaneous**. This Agreement is governed by the laws of the State of Washington, USA, without regard to its conflicts of law provisions; and you hereby consent to the jurisdiction of and venue in the federal and state courts located in King County, Washington, USA in all disputes arising out of or relating to the Services. In addition, you hereby consent to the exclusive jurisdiction of and venue in such courts for any action commenced by you against us (or our affiliates). Use of the Service is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this Section. You shall not, and agree not to, use the Services in any manner contrary to local, state, or federal law. Intand expressly disclaims any and all responsibility or liability for any action by you that is contrary to such law(s) and reserves the right to terminate your account and the Services immediately upon notice if you fail to comply with any such local, state, or federal law. Our performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of our right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Services or information provided to or gathered by us with respect to such use. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect. This Agreement constitutes the entire agreement between you and us with respect to the Service and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and us with respect to the Service (including any prior Terms of Service). A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

**Questions about the Terms of Service should be sent to Support@tandemcal.com.**

Effective date: November 6, 2009