

EMAIL CAMPAGIN TERMS AND CONDITIONS

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LIMITATION OF LIABILITY

Under no circumstances, including but not limited to negligence, shall we be liable for any direct, indirect, incidental, punitive, special, or consequential damages that result from the use of or the inability to use the Email Service, even if we have been advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. In no event shall our total liability to you for all damages, losses, and causes of action (whether in contract, tort [including but not limited to negligence], or otherwise) exceed the amount paid by you, if any, for utilizing the Email Service.

INDEMNIFICATION

You agree to defend, indemnify, and hold Mid-America and our affiliates, subsidiaries, joint ventures, and third-party service providers, and our respective employees, contractors, agents, officers, and directors, harmless from all liabilities, claims, and expenses (including reasonable attorney fees) that arise out of or are related to any user-provided content you submit, post, transmit, or make available through the Email Service; your violation of these Terms and Conditions; your misuse of the Email Service that link to these terms; or your violation of any third-party rights.

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GENERAL PROVISIONS

These Terms and Conditions will be governed and interpreted pursuant to the laws of the State of Illinois, United States of America, excluding its conflicts of law rules. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms and Conditions or your use of the Email Service shall be filed only in the federal courts located in Cook County, Illinois. You agree to the personal jurisdiction by and venue in the state and federal courts in Illinois and waive any objection to such jurisdiction or venue.

Any waiver by Mid-America of a breach of any provision of these Terms and Conditions shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of these Terms and Conditions. Any waiver must be in writing. Failure by us to insist

upon strict adherence to any term of these Terms and Conditions on one or more occasions shall not be considered a waiver or deprive us of the right to insist upon strict adherence to that term or any other term of these Terms and Conditions.

If any part of these Terms and Conditions is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions and such severable part shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect.

HOW TO CONTACT US

If you have any comments or questions regarding our Terms and Conditions generally, you can contact us any time by emailing us at MAGRP@midamericagrp.com.