

XLned Terms of Service

January 23, 2023

These Terms of Service (“Terms”) apply to your access to and use of the XLned services, websites, any applications and other online products and services (collectively, our “**Services**”). **By clicking to indicate your acceptance to these Terms or otherwise using our Services, you agree to these Terms. If you do not agree to these Terms, including the mandatory arbitration provision in these Terms, you may not use our Services.**

In addition to these Terms, please refer to our [Privacy Policy](#) for information about how we collect, use and disclose information about you. We reserve the right to modify, supplement or rescind our Terms of Service at any time.

Billing Relationship

When you make payment for our Services, **Lakahraun EHF** shall be the owner and manager of the billing relationship with you.

Term and termination. This agreement shall be automatically renewed for successive requested periods, until canceled by You. XLned shall have the right to terminate this agreement immediately in the event of a breach of any of its terms by You or without cause at any time.

Payment and Billing. You represent and warrant that you are authorized to use the payment method You use via the Services to make any purchase. You authorize us (or the provider of any subscription to which You subscribe) to charge Your payment method for the total amount of Your purchase (including any applicable taxes). Your order may be suspended or cancelled for any reason, including if the payment method cannot be verified, is invalid or is otherwise not acceptable.

Pricing and Taxes. All prices are shown in U.S. dollars and do not include applicable taxes unless we or the subscription provider states otherwise. You are responsible for any sales, use, value-added or other governmental taxes, fees, or duties due with respect to your order. We may collect applicable taxes if we determine there is a duty to collect them. XLned reserves the right to raise prices at any time.

Pricing Modifications. XLned reserves the right to modify fees and implement new plans and pricing at any point in time. Any changes or modifications to subscription plans will become effective during a subscription renewal and not during the current subscription period (i.e., if You subscribed for 1 month, the changes to the plan or pricing will be effective the following month).

Refunds

The Services are pre-paid, and refunds cannot be offered.

Eligibility

You must be at least 18 years of age to use our Services. You certify to use that you are an adult by accepting these Terms and that you will be the sole user of your account. If you are not above the age of 18, you are not allowed to use the Services.

Our Services are not offered for commercial use, and you may not resell the Services or allow any other party to use the Services.

User Generated Content

You understand that we are providing you with unfiltered access to Usenet through our Services. We cannot, nor do we try to, control the content that you will receive via Usenet. We do not review or modify any content that is posted to our Services. Usenet groups may carry offensive, harmful, or inaccurate material, and in some cases postings that have been mislabeled. We expect that you will use caution--and common sense--when using Usenet. Furthermore, you shall comply with all applicable laws regarding your access to the Services.

Your Content

You shall not use the system to post or transmit any illegal material, including without limitation any transmissions that would constitute a criminal offense, give rise to civil liability, or would violate any international, national, state, or local law or regulation.

Copyright Protected Materials

You agree that you shall not upload, post, publish, transmit, reproduce, or distribute in any way, images, videos, information, software, or other material that is protected by copyright laws or other proprietary rights or derivative works, without obtaining permission of the copyright owner(s) or rightsholders.

Acceptable Use Policy

You may not use our services to post or transmit any illegal material, including without limitation any transmissions that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law or regulation. In particular, the following is a representative, non-exhaustive list of acts that are prohibited:

- a. violating intellectual property laws
- b. anything involving child endangerment
- c. spam
- d. the posting of chain letters or pyramid schemes;
- e. acts which involve deceptive online marketing practices or fraud;
- f. acts which may materially affect the quality of another users' experience;
- g. unauthorized use (or attempted unauthorized use) or sabotage of any computers, machines or networks;
- h. introducing malicious programs into our network or servers (e.g. viruses, worms, trojan horses, etc.);
- i. engaging in any monitoring or interception of data not intended for you without authorization;
- j. attempting to circumvent authentication or security of any host, network, or account ("cracking") without authorization;

- k. using any program/script/command, or sending messages of any kind, designed to interfere with a third-party customer terminal session, via any means, locally or via the internet;
- l. "phishing," that is, simulating communications from a website or service of another entity in order to collect identity information, authentication credentials, or other information from the legitimate users of that entity's service;
- m. "pharming," that is, using malware, dns cache poisoning or other means to redirect a user to a website or other service that simulates a service offered by a legitimate entity in order to collect identity information, authentication credentials, or other information from the legitimate users of that entity's service;
- n. transmitting or receiving, uploading, using or reusing material, which is abusive, indecent, defamatory, obscene or menacing, or a breach of confidence, privacy or similar third-party rights;
- o. furnishing false or incorrect personal information when creating an account;
- p. advertising, transmitting or otherwise making available any software, program, product or service that is designed to violate this policy;
- q. falsifying header information or user identification information.

Please direct all general abuse complaints to abuse@xlned.com.

For Copyright Complaints, please see our [copyright policy](#).

Limited License

Our Services, including the trademarks, trade names, service marks, and logos contained therein, are owned by or licensed to XLned Usenet and are protected and its reproduction without our consent is expressly forbidden. We hereby grant a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to use our Services for your own personal use; however, such license is subject to these Terms and does not include any right to (a) sell or resell any aspect of our Services to any third party; (b) copy, reproduce, distribute or publicly display the Services; (c) modify the Services, remove any proprietary rights notices or markings, or otherwise make any derivative uses of our Services; or (d) use our Services other than for their intended purposes. Any use of our Services other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted herein.

Disclaimers

We do not control, endorse or take responsibility for any User Content or Third-Party Content available on or linked to by our Services. Your use of our Services is at your sole risk. Our Services are provided "as is" and "as available" without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In addition, we do not represent or warrant that our Services are accurate, complete, reliable, current or error-free. You assume the entire risk as to the quality and performance of the Services.

Indemnity

To the fullest extent permitted by applicable law, you will indemnify, defend, and hold harmless XLned Usenet, our subsidiaries and affiliates, and each of our respective officers, directors,

agents, partners and employees (individually and collectively, the "**XLned Usenet Parties**") from and against any loss, liability, claim, demand, damages, expenses or costs ("**Claims**") arising out of or related to (a) your access to or use of our Services; (b) your violation of these Terms; (c) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); or (d) your conduct in connection with our Services. You agree to promptly notify XLned Usenet Parties of any third party Claims, cooperate with XLned Usenet Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys' fees). You also agree that the XLned Usenet Parties will have control of the defense or settlement of any third party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and us or the other XLned Usenet Parties.

Limitation of liability

(a) We will not be liable to you under any theory of liability—whether based in contract, tort, negligence, warranty, or otherwise—for any indirect, consequential, incidental, special damages or lost profits arising out of or in any way related to these Terms or our Services, even if we or the other XLned Usenet Parties have been advised of the possibility of such damages.

(b) The total liability of XLned Usenet Parties, for any claim arising out of or relating to these Terms or our Services, regardless of the form of the action, is limited to the greater of \$100 or the amounts paid by you to us via the Services in the 6 months prior to the claim.

Release

To the fullest extent permitted by applicable law, you release XLned Usenet Parties from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. **You expressly waive any rights You may have under California Civil Code § 1542 as well as any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in Your favor at the time of agreeing to this release.**

Transfer and Processing Data

By accessing or using our Services, you consent to the processing, transfer and storage of information about you in Iceland and other countries, where you may not have the same rights and protections as you do under local law.

Dispute Resolution; Binding Arbitration

Please read the following section carefully because it requires you to arbitrate certain disputes and claims with us and limits the manner in which you can seek relief from us.

(a) You and XLned Usenet waive your rights to a jury trial and to have any dispute arising out of or related to these Terms or our Services resolved in court. Instead, all disputes arising out of or

relating to these Terms or our Services will be resolved through confidential binding arbitration held in Orange County, Florida in accordance with the Streamlined Arbitration Rules and Procedures ("**Rules**") of the Judicial Arbitration and Mediation Services ("**JAMS**"), which are available on the JAMS website and hereby incorporated by reference. You either acknowledge and agree that you have read and understand the rules of JAMS or waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

(b) You and XLned Usenet agree that any dispute arising out of or related to these Terms or our Services is personal to you and XLned Usenet and that any dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding.

(c) You and XLned Usenet agree that these Terms affect interstate commerce and that the enforceability of this Section 20 will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the "FAA"), to the maximum extent permitted by applicable law. As limited by the FAA, these Terms and the JAMS Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual. You and XLned Usenet agree that for any arbitration you initiate, the party filing the claim will pay the filing fee and the parties will split the remaining JAMS fees and costs. You and XLned Usenet agree that the state or federal courts of the State of Florida and the United States sitting in Orange County, Florida have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

(d) ANY CLAIM ARISING OUT OF OR RELATED TO THESE TERMS OR OUR SERVICES MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM AROSE; OTHERWISE, THE CLAIM IS PERMANENTLY BARRED, WHICH MEANS THAT YOU AND XLNED USENET WILL NOT HAVE THE RIGHT TO ASSERT THE CLAIM.

(e) You have the right to opt out of binding arbitration within thirty (30) days of the date you first accepted these Terms by emailing us at support@xlned.com. In order to be effective, the opt out notice must include your full name and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve Disputes in accordance with Governing Law and Venue (section directly below).

Governing Law and Venue

These Terms and your access to and use of our Services will be governed by and construed and enforced in accordance with the laws of Florida, without regard to conflict of law rules or principles (whether of Florida or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court will be resolved in the state or federal courts of Florida and the United States, respectively, sitting in Orange County, Florida.

Termination

We reserve the right, without notice and in our sole discretion, to terminate your right to access or use our Services or to discontinue all or a part of the Services. We are not responsible for any loss or harm related to your inability to access or use our Services.

Miscellaneous

If any provision or part of a provision of these Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions. These Terms constitute the entire agreement between you and XLned Usenet relating to your access to and use of our Services. The failure of XLned Usenet to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.

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