

12.2. In addition to any and all other remedies available to ACES at law or equity, ACES shall have the right to immediately terminate this Agreement, with or without notice, upon the occurrence of any of the following events:

12.2.1. On the date identified in a five (5) day prior notice sent by ACES to Client/User terminating the Agreement and/or the grant of subscription to Client/User;

12.2.2. Client/User commits an act of fraud against ACES, regardless of whether such act of fraud is a material breach;

12.2.3. Client/User unreasonably Discloses Confidential Information to an unauthorized Person, regardless of whether such Disclosure is a material breach;

12.2.4. Client/User breaches any provision relating to, associated with, or arising from Client/User's covenants, representations and warranties or Client/User engages in any of the prohibited uses identified in this Agreement;

12.2.5. Client/User fails to timely pay all amounts to ACES when due; or

12.2.6. Client/User otherwise materially breaches this Agreement and fails to cure such breach within thirty (30) days of such breach.

12.3. Upon termination, all subscriptions granted to Client/User shall immediately terminate and User shall immediately cease all use of the Subscription Property and return all ACES Property.

12.4. ACES reserves the right to cancel user accounts that have been inactive for more than three (3) months without any obligation to refund any amount for such canceled Client/User account.

### 13. *Indemnification*

Notwithstanding any other provision of this Agreement, User shall indemnify and hold ACES and ACES's Representatives (the "ACES Indemnified Parties") harmless from and against any Losses incurred by any of the ACES Indemnified Parties with respect to, arising from or out of any Claim that relates to or arises out of any act or omission of User (except an act or omission that emanates from an infringement by ACES of a third Person's intellectual property), including, without limitation, the misuse of the Subscription Property, alleged breach, or investigation relating to a possible breach, of any legal requirement or of any covenant, representation, warranty or other obligation of User contained in or arising out of this Agreement.

### 14. *Limitations on Assignment*

This Agreement, including, without limitation, the subscription granted pursuant to Section 3.1, is personal to User, and User shall not assign or transfer any of User's rights or have assumed any of User's obligations pursuant to this Agreement to and by, respectively, third Persons without the prior written consent of ACES, such consent granted or denied in the sole and absolute discretion of ACES.

### 15. *Non-Waiver*

Waiver by ACES of performance of any provision of this Agreement shall not be a waiver of, nor prejudice to, ACES' right to require, strict performance of the same or any other provision in the future.

### 16. *Force Majeure*

ACES shall not be liable for, or be in breach of this Agreement associated with, relating to, resulting from, or arising from any cause beyond ACES's control, including, without limitation, war, insurrection, public enemy, acts of God, terrorist acts, changes in Laws, acts or omissions of Governmental Authorities, labor disputes, strikes, and/or power failures, or any unavailability, delay, or malfunction of any Subscription Property related to the Internet or events or activities of third Persons outside of ACES's control.

### 17. *Notice*

ACES may provide any notice by posting to ACES's website or by sending electronic mail to the email address User provided, in ACES's sole and absolute discretion, and such notice shall satisfy any legal requirement that communications be in writing.