

pertaining to these Terms and Conditions will be in writing and may be sent by any reasonable means including, e.g., by mail, email, facsimile, text message or recognized commercial overnight courier. Notices to You are considered delivered when sent to Your Device or by email or fax number You provided, or three (3) days after mailing to Your billing address.

17. Waiver; Severability.

The failure of either party to require performance by the other party of any provision of these Terms and Conditions will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision of these Terms and Conditions be taken or held to be a waiver of the provision itself. If any provision of these Terms and Conditions is unenforceable or invalid under any applicable law so held by applicable court decision, such unenforceability or invalidity will not render these Terms and Conditions unenforceable or invalid as a whole and in such event, such provisions will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

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