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### **6. Indemnification**

You agree to indemnify, defend and hold us, our partners, attorneys, staff, and affiliates (collectively, “Affiliated Parties”) harmless from any liability, loss, claim and expense, including reasonable attorney’s fees related to your violation of this Agreement or use of the Site.

## **7. Nontransferable**

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## **9. Use of Information**

We reserve the right, and you authorize us, to the use and assignment of all information regarding Site uses by you and all information provided by you in any manner consistent with our Privacy Policy.

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## **11. Third-Party Merchant Policies**

All rules, policies (including privacy policies) and operating procedures of Merchants and or Vendors will apply to you while on such sites. We are not responsible for information provided by you to Merchants on other sites. We and the Merchants are independent contractors and neither party has authority to make any representations or commitments on behalf of the other.

## **12. Privacy Policy**

Our Privacy Policy, as it may change from time to time, is a part of this Agreement.

## **13. Payments**

You represent and warrant that if you are purchasing something from us or from Merchants that: (i) any credit information you supply is true and complete, (ii) charges incurred by you will be honored by your credit card company, and (iii) you will pay the charges incurred by you at the posted prices, including any applicable taxes.

## **14. Securities Laws**

This Site may include statements concerning our operations, prospects, strategies, financial condition, future economic performance and demand for our products or services, as well as our intentions, plans and objectives that are forward-looking statements. These statements are based upon a number of assumptions and estimates which are subject to significant uncertainties, many of which are beyond our control. When used on our Site, words like “anticipates,” “expects,” “believes,” “estimates,” “seeks,” “plans,” “intends” and similar expressions are intended to identify forward-looking statements designed to fall within securities law safe harbors for forward-looking statements. The Site and the information contained herein, does not constitute an offer or a solicitation of an offer for sale of any securities. None of the information contained herein is intended to be, and shall not be deemed to be, incorporated into any of our securities-related filings or documents.

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## **16. Copyrights and Copyright Agents**

We respect the intellectual property of others, and we ask you to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent the following information:

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## **17. Information and Press Releases**

The Site contains information and press releases about us. While this information was believed to be accurate as of the date prepared, we disclaim any duty or obligation to update this information or any press releases. Information about companies other than ours contained in the press release or otherwise, should not be relied upon as being provided or endorsed by us.

**18. Miscellaneous**

This Agreement shall be treated as though it were executed and performed in Dover, Delaware, and shall be governed by and construed in accordance with the laws of the State of Delaware (without regard to conflict of law principles). Any cause of action by you with respect to the Site (and/or any information, products or services related thereto) must be instituted within one (1) year after the cause of action arose or be forever waived and barred. All actions shall be subject to the limitations set forth in Section 8 and Section 10. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against either party. All legal proceedings arising out of or in connection with this Agreement shall be brought solely in Dover, Delaware. You expressly submit to the exclusive jurisdiction of said courts and consents to extra-territorial service of process.

Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the Site is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. \* \* \* \* \*