

Terms and Conditions

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The Terms along with our Privacy Notice constitute a legal agreement between You, as a visitor to the Site, and Us. Additional terms and conditions of use may also be posted

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User Rules and User Information

As a user of the Service, You agree to carefully read and abide by the Agreement, including any user rules of conduct as specified below. You must be 18 or over to access and use Our Site and Services. If You are 18 or over, You agree to take full and active responsibility to prevent the use of Our Site and Services by any children under 18 You may be responsible for as a parent or legal guardian. If You are under 18, You may not access and use the Site and Services without Your parent's or legal guardian's supervision. We do not want You to, and You should not, post any confidential or proprietary information to Us via Our Site. You acknowledge and agree that transmissions and communications to and from the Site, including transmission of any User Information (defined below), are not confidential, and may be read or intercepted by others. You also acknowledge that if You transmit any communication to Our Site You are solely responsible for its

accuracy and completeness. By posting messages, uploading files, inputting data or information, or engaging in any other form of communication via the Site or to produce any information for the Site (collectively referred to as "User Information"), You give Us an irrevocable, unrestricted, worldwide, royalty-free license to use such User Information through the Service in any way, unless otherwise specified in the Agreement. All User Information is governed by Our Privacy Notice. Should You provide Us with information, including but not limited to feedback, data, answers, questions, comments, suggestions, plans, ideas or the like, such information shall be deemed to be non-confidential and We assume no obligation to protect such information from disclosure, except insofar as provided for in Our Privacy Notice. The submission of such information to Us shall in no way prevent the purchase, manufacture or use of similar products, services, plans and ideas by Us for any purpose whatever and We shall be free to reproduce, use, disclose and distribute the information to others without restriction. We shall be free to use the content of any such communications, including any ideas, inventions, concepts, techniques or know-how disclosed therein, for any purpose including developing, manufacturing and/or marketing goods or services. Unless otherwise specified, You waive all rights to any claim against Us for any alleged or actual infringements of any proprietary rights, intellectual property rights, rights of privacy and publicity to the maximum extent permitted under the applicable law, moral rights, and rights of attribution in connection with such User Information. We disclaim any liability for disclosure of User Information as a result of errors in transmission by third parties or unauthorized acts of third parties.

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We reserve the right, in Our sole discretion, to establish practices regarding a visitor's use of the Service and storage of any Site Content posted on the Site. We have no responsibility or liability for the deletion or failure to store any Site Content and any other communications maintained or transmitted through the Service. You also understand that We may not necessarily prescreen or monitor Site Content, but reserve the right, in Our sole discretion, to refuse or remove any such content available via the Service for any reason at

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Indemnification

By using this Site, You agree to indemnify, defend and hold harmless Us and all of Our officers, directors, agents, employees, contractors, and information and service providers (“Indemnified Parties”) from any claim, demand, losses, damages, costs, and/or expenses including reasonable attorney’s fees, accounting fees, and related costs, including court costs, attributable to or arising from Your posting of User Information through the Service, Your use of the Service, Your use of the Site Content, Your conduct through the Service, Your communications to third parties through the Service, Your violation of these Terms, and/or Your violation of any other rights related to the Service. We reserve the right to assume or participate, at Your expense, in the investigation, settlement and defense of any such action or claim.

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We may immediately, at any time and in Our sole discretion, (1) terminate or limit Your use of or access to the Service, or any part thereof, or (2) remove and discard any Site

Content within the Service, for any reason, including without limitation, Your lack of use, Your breach of any terms and conditions hereunder, or if We believe You have violated or acted inconsistently with the letter or spirit of the Agreement. We may change, suspend or discontinue any aspect of the Site or Service, or any part thereof, or impose any limits on any feature or service, including the availability of any Site feature, database, or Site Content for any reason, at any time, and without notice. You agree that We will not be liable in any way to You or to any third party for any actions We take as described herein or otherwise.

One Year Limit

You agree that, regardless of any contrary statute or law, any claim or cause of action arising out of or related to use of the Service or these Terms, or alleged to arise out of or to be related to use of the Service or these Terms, must be filed within one (1) year after such claim or cause of action arose, or be forever barred.

Survival of Certain Provisions

The termination of these Terms for any reason will not terminate the obligations or liabilities of the parties under these Terms regarding warranties, liabilities, proprietary rights and all others that by their sense and context are intended to survive the execution, delivery, performance, termination and expiration of the Agreement.

E-Mail

Our Site provides opportunities to e-mail various individuals.

This functionality is for business purposes only; do not disclose any personal information about Yourself. Do not use the e-mail service to reveal information about Your financial circumstances, including without limitation assets, liabilities, or debts.

Governing Law

These Terms are governed, construed and enforced in accordance with the laws of the state of California, without giving effect to its conflicts of law rules. Before seeking legal recourse for any harm You believe You have suffered from Your access to Our Site, You will give Us written notice specifying the harm and thirty (30) days to cure the harm after providing such notice before initiating any action. Except for Our claim for injunctive relief in any court having jurisdiction, You and We agree to submit to the personal and exclusive jurisdiction of the California courts. By accessing the Site and using the Service, You waive any defense of an inconvenient forum and of jurisdiction on account of place of residence or domicile, and You agree that You waive Your right to a jury trial.

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This Agreement constitutes the entire agreement between You and Us, and supersedes any prior agreements between You and

Us. You may also be subject to additional terms and conditions which may apply when You use any third party content, software or other proprietary information. If any provision under this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. Our failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. We may assign Our rights and obligations under this Agreement at any time and without notice to You. The section headings used in this Agreement are for convenience only and have no legal effect.

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