

DISCLAIMER

This document is subject to copyright and may not be used by any person without the express written consent of Wedge Information Technology Lawyers. Further, this document does not constitute legal advice and **MUST NOT** be used as a substitute for the advice of a lawyer qualified to give advice in the particular areas of law to which this document relates, even if the consent mentioned previously has been granted, as it is very "general" in form, requiring customization to make it appropriate to the ever-changing law, and to the facts and understandings relating to the parties in any given case.

TERMS OF SERVICE

These terms of service ("Terms of Service") constitute legal agreement between you, the User, and WebSiteOwnerLegalName. BY CLICKING THE "I Agree" BUTTON BELOW YOU ACKNOWLEDGE YOU HAVE READ, UNDERSTAND, AND AGREE TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE TERMS OF USE OF CONTENT, LIMITED WARRANTY AND EXCLUSION OF LIABILITY. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, CLICK ON THE "Do Not Agree" BUTTON BELOW AND EXIT THIS WEB SITE. USE OF THE SITE, AS DEFINED BELOW, IS CONDITIONAL UPON YOUR ACCEPTANCE WITHOUT MODIFICATION OF THE TERMS, CONDITIONS, AND NOTICES BELOW.

THIS AGREEMENT is between WebSiteOwnerLegalName, a *[Insert jurisdiction of incorporation]* company ♦ corporation ("**WebSiteOwnerAbbreviation**") and the user ("**user**" or "**you**") of the information contained on the InternetAddress site (the "**Site**").

1. REGISTRATION AND RELATED OBLIGATIONS

1.1. In consideration for your use of the Site and the services provided on it, you agree to provide true, current, complete and accurate information as requested on the registration form to which the Site will direct you, and to update that registration information as soon as possible after any information on the registration form changes. You will be given a password and account name ♦ number.

1.2. You alone are responsible for keeping that password and account information confidential, and for any and all activity that occurs on the Site under your account, and you agree to pay all costs and fees incurred under your account according to the payment terms of these Terms of Service. You agree to (a) immediately notify WebSiteOwnerAbbreviation of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. You, and not WebSiteOwnerAbbreviation, will be liable for any costs, loss or damages arising from your failure to comply with this paragraph.

1.3. If you provide any registration information that is, or that WebSiteOwnerAbbreviation has reasonable grounds to suspect is, untrue, inaccurate, not current or incomplete, WebSiteOwnerAbbreviation has the right to refuse to create an account for you, or if an account has been created, to suspend or terminate your account and refuse any and all current or future use of the Site. These same rights of WebSiteOwnerAbbreviation hold true if you fail, or WebSiteOwnerAbbreviation has reasonable grounds to suspect you have failed, to update any such information within a reasonable time.

1.4. ♦ This Site is provided to individuals who are at least 18 years old or minors who have parental permission to open and maintain an account. WebSiteOwnerAbbreviation is concerned about the safety and privacy of all its users, particularly children. For this reason, parents of children under the age of 13 who wish to allow their children access to the Site must create a WebSiteOwnerAbbreviation family account. When you create a WebSiteOwnerAbbreviation family account and add your child to the account, you certify that you are at least 18 years old and that you are the legal guardian of the child/children listed on the WebSiteOwnerAbbreviation family account. By adding a child to your WebSiteOwnerAbbreviation Family Account, you also: (i) give your child permission to access the Site in

its entirety, and (ii) give WebSiteOwnerAbbreviation permission to collect, use and disclose personal information from and about each of your family account members in accordance with the *[hotlink]* Site Privacy Statement. Please remember that the Site is designed to appeal to a broad audience. Accordingly, as the legal guardian, it is your responsibility to determine whether any part of the Site or Content (as defined in Section 5 below) are inappropriate for your child.

2. MEMBER INFORMATION AND CONTENT PRIVACY AND DISCLOSURE

2.1. ♦ *As a rule, the content of this section should, rather than being included as a part of the user agreement/terms of use, be contained in a separate "Privacy Policy", connected via a hyperlink here.* ♦ It is WebSiteOwnerAbbreviation's policy to respect the privacy of its members. WebSiteOwnerAbbreviation will not monitor, edit, or disclose any personal information about you or your use of the Site, ♦ including any Content provided by you or to you by others, without your prior permission or as otherwise permitted under these Terms of Service unless WebSiteOwnerAbbreviation has a good faith belief that such action is necessary to: (1) conform to legal requirements or comply with legal process; (2) protect and defend the rights or property of WebSiteOwnerAbbreviation; (3) enforce the Terms of Service; or (4) act to protect the interests of its members or others. ♦ WebSiteOwnerAbbreviation does provide certain user information in aggregate form to third parties, including its advertisers, for demographic purposes. In addition, your Internet Protocol address is transmitted with each message sent from your account. For more information, see the *[hotlink]* Site Privacy Statement.

2.2. You agree that WebSiteOwnerAbbreviation may access your registration information, account, or Content in your account in relation to the above, and to deal with any support, service or technical issues that arise, whether at your request or as otherwise required for the maintenance of the Site.

3. MEMBER CONDUCT

3.1. ♦ *As a rule, the content of this section and the following section (if applicable) should, rather than being included as a part of the user agreement/terms of use, be contained in a separate "Acceptable Use Policy", connected via a hyperlink here.* ♦ As a condition of your continued access to and use of the Site, you agree to abide by all applicable local, state, provincial, national, international and other laws and regulations, including, without limitation laws regarding the transmission of technical data or software exported from the United States, ♦ *financial sites only* as well as regulations promulgated by the U.S. Securities and Exchange Commission and any rules of any national or other securities exchange, including but not limited to the New York Stock Exchange, the American Stock Exchange or the NASDAQ. Without limiting the breadth of the preceding sentence, you agree not to:

- a) harvest or otherwise collect or store information about others, including e-mail addresses, without their consent;
- b) for the purpose of misleading others, create a false identity as to the identity of the sender or the origin of a message, forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Site;
- c) impersonate any person or entity, including, but not limited to, a WebSiteOwnerAbbreviation official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d) attempt to gain unauthorized access to the Site, other accounts, computer systems or networks connected to the Site, through password mining or any other means;
- e) interfere with or disrupt networks connected to the Site or violate the regulations, policies or procedures of such networks;
- f) interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;

- g) use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity that is not a Site member any directory of the Site members or other user or usage information or any portion thereof other than in the context of your use of the Site as permitted under the Terms of Service;
- h) interfere with another member's use and enjoyment of the Site or another individual's or entity's use and enjoyment of similar services;
- i) upload, post, email or otherwise transmit any material that:
 - i) constitutes unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping rooms) that are designated for such purpose;
 - ii) you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
 - iii) infringes any patent, trademark, trade secret, copyright or other proprietary or privacy rights of any party unless you own or control the rights thereto or have received all necessary consents;
 - iv) is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, racially, ethnically or otherwise objectionable, or could be considered "stalking"; or
 - v) contains any form of destructive software such as a virus, worm, trojan horse, time bomb, cancelbot, or any other harmful or any other computer file, program or code, designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment; or
- j) harm minors in any way.

3.2. ♦The Site is provided to individuals only and for personal use only. Any unauthorized commercial use of the Site, or the resale of its services, is expressly prohibited.

4. WebSiteOwnerAbbreviation Monitoring, Retention and Content Pre-Screening; Space Constraints

4.1. WebSiteOwnerAbbreviation has no obligation to monitor the Site or any user's use of it or to retain the content of any user session, nor to pre-screen any Content of the Site, and you acknowledge that WebSiteOwnerAbbreviation does not in fact pre-screen Content. However, WebSiteOwnerAbbreviation reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. Further, WebSiteOwnerAbbreviation has the right (but not the obligation) in its sole discretion to monitor Content and to refuse or move any Content that is available via the Site. Without limiting the previous sentence, WebSiteOwnerAbbreviation has the right to remove any Content that in its reasonable opinion violates the Terms of Service or is otherwise objectionable.

4.2. WebSiteOwnerAbbreviation will immediately terminate any account which it believes, in its sole discretion, is being used to transmit or is otherwise connected with any spam or other unsolicited bulk email other than as permitted by section 3. Further, due to the difficulty in quantifying damages for such behaviour, if actual damages cannot be reasonably calculated then you agree to pay WebSiteOwnerAbbreviation liquidated damages of \$5 for each individual piece of non-permitted spam or unsolicited bulk email transmitted from or otherwise connected with your account; otherwise you

agree to pay WebSiteOwnerAbbreviation's actual damages, to the extent such actual damages can be reasonably calculated.

4.3. The amount of storage space per member is limited (please visit our [FAQ](#) for more information).
◆ Due to these space constraints and/or outbound message size limitations, some email or instant messaging messages may not be processed. You agree that WebSiteOwnerAbbreviation is not responsible or liable for the deletion or failure to store messages or other information.

5. PROPRIETARY RIGHTS

5.1. You acknowledge that the Site contains information, photographs, graphics, or other material, including advertisements, (collectively, "**Content**") that are protected by or as copyrights, trademarks, service marks, trade secrets or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or subsequently developed. The Site and its Content are the property of WebSiteOwnerAbbreviation or other persons who have contributed Content to the Site and are protected by U.S., Canadian and international copyright laws. While WebSiteOwnerAbbreviation makes the Content available to all users of this Site, WebSiteOwnerAbbreviation (or the persons who provided the Content to WebSiteOwnerAbbreviation) retains all copyright and related proprietary rights in the Content. Accordingly, without the express written permission of WebSiteOwnerAbbreviation (or the persons who provided the Content to WebSiteOwnerAbbreviation, as applicable), you agree not to copy or distribute the Content or any portion of it; mirror or include the Content or any portion of it on your own server, internet web site or documents; or modify or re-use any portion of the Content. However, you may make a single copy of the Content for your own personal, non-commercial use, provided you keep intact all copyright and other proprietary notices. WebSiteOwnerAbbreviation reserves all other rights in the Content, and title to the Content remains with WebSiteOwnerAbbreviation or its licensors. Any use of the Content not expressly permitted by these Terms of Service is a breach of these Terms of Service and may violate copyright, trademark, and other laws.

5.2. In particular, "WebSiteOwnerLegalName", "WebSiteOwnerAbbreviation", "InternetAddress", and all WebsiteOwnerAbbreviation logo(s) are all trade marks or service marks of WebSiteOwnerAbbreviation. Other product and company names and logos mentioned or appearing on the Site might be the trademarks or service marks of their respective owners.

5.3. Nothing contained in this agreement shall be interpreted as conferring any license or right under any of WebSiteOwnerAbbreviation's copyright, patent, trademark or proprietary rights, or those of any third party, whether expressly or by implication, estoppel, or otherwise. All rights not expressly granted herein are reserved to WebSiteOwnerAbbreviation and its licensors. WebSiteOwnerAbbreviation vigorously enforces its intellectual property rights and aggressively prevents their misuse.

5.4. With respect to all Content you elect to post to the Site, you grant WebSiteOwnerAbbreviation the royalty-free, perpetual, irrevocable, non-exclusive and fully sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Content (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed.

6. INTELLECTUAL PROPERTY PROTECTION POLICY

6.1. WebSiteOwnerAbbreviation respects the intellectual property of others and expects users of the Site to do the same. At its discretion and in appropriate circumstances, WebSiteOwnerAbbreviation may terminate the accounts of users or prevent access to the Site by users who infringe upon the intellectual property rights of others.

6.2. If you believe that your copyrighted work has been copied and is accessible on this site in a way that constitutes copyright infringement, you may notify us by providing our copyright agent with the following information:

- a) the electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf;
- b) a description of the copyrighted work that you claim has been infringed and a description of the infringing activity;
- c) identification of the location where the original or an authorized copy of the copyrighted work exists, for example the URL of the website where it is posted or the name of the book in which it has been published;
- d) identification of the URL or other specific location on this site where the material that you claim is infringing is located; you must include enough information to allow us to locate the material;
- e) your name, address, telephone number, and email address;
- f) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- g) a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Our agent for notice of claims of copyright infringement on this site can be reached as follows:

By mail:

By phone:

By email:

6.3. On receipt of a complaint, WebSiteOwnerAbbreviation may make the material or files in question unavailable until the review has been completed. WebSiteOwnerAbbreviation will also:

- a) conduct an internal review to determine the nature and location of the content or abuse, and, where warranted,
- b) consult with legal counsel and/or outside authorities, and/or;
- c) notify the alleged infringer of the complaint, with a request for a response within seven days and, if no response is received within that time, may destroy or delete offending content.

7. INTERNATIONAL USE

7.1. WebSiteOwnerAbbreviation is based in *[insert location of WebSiteOwner]*.

WebSiteOwnerAbbreviation makes no claims that the Content is appropriate or may be downloaded outside of its base jurisdiction: access to the Content may not be legal by certain persons or in certain countries. If you access the Site from outside WebSiteOwnerAbbreviation's base jurisdiction, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

8. MODIFICATIONS TO SERVICE OR TERMS OF SERVICE

8.1. WebSiteOwnerAbbreviation reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site (or any part thereof) with or without notice. You agree that WebSiteOwnerAbbreviation is not be liable to you or to any third party for any modification, suspension or discontinuance of the Site. Further, WebSiteOwnerAbbreviation reserves the right to change the Terms of Service or policies regarding the use of the Site at any time and to notify you by

posting an updated version of the Terms of Service on this Web site. You are responsible for regularly reviewing the Terms of Service, and continued use of the Site after any such changes shall constitute your consent to be bound by such changes, with continued provision of the use of the Site constituting consideration from WebSiteOwnerAbbreviation to you for so being bound.

9. TERMINATION

9.1. You agree that WebSiteOwnerAbbreviation, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Site, and remove and discard any Content within the Site, for any reason, including, without limitation, lack of use or if WebSiteOwnerAbbreviation believes that you have violated or acted inconsistently with the letter or spirit of the Terms of Service, ♦Privacy Policy or ♦Acceptable Use Policy. WebSiteOwnerAbbreviation may also in its sole discretion and at any time discontinue providing the Site, or any part thereof, with or without notice. You agree that any termination of your access to the Site under any provision of this Terms of Service may be effected without prior notice, and acknowledge and agree that WebSiteOwnerAbbreviation may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Site. Further, you agree that WebSiteOwnerAbbreviation shall not be liable to you or any third-party for any termination of your access to the Site.

10. ADVERTISEMENTS, THIRD PARTY SITES AND "HOTLINKS"

10.1. Clicking on certain links within the Site will let you leave WebSiteOwnerAbbreviation's Site. WebSiteOwnerAbbreviation provides these links to you only as a convenience, and does not endorse the content on any third party websites, or any site linked to a third party website. The linked sites are not under the control of WebSiteOwnerAbbreviation and WebSiteOwnerAbbreviation is not responsible for the content of linked third-party sites, sites framed within the WebSiteOwnerAbbreviation Site, or third party advertisements. WebSiteOwnerAbbreviation does not make any representations regarding the accuracy, legality, decency or any other aspect of the content of such sites. These sites may contain information or material that some people may find inappropriate or offensive. WebSiteOwnerAbbreviation is under no obligation to maintain any link on this Site and may remove a link at any time in its sole discretion for any reason whatsoever. Your use of third-party websites is at your own risk and subject to the terms and conditions of use for such sites. WebSiteOwnerAbbreviation does not endorse any product advertised on the WebSiteOwnerAbbreviation Site. WebSiteOwnerAbbreviation shall not be liable for any damages or costs arising out of or in any way connected with your use of any of the services or companies accessed through this Site.

11. USER'S GRANT OF LIMITED LICENSE

11.1. From time to time, WebSiteOwnerAbbreviation may, but is not obligated to, host a discussion forum on this Site. WebSiteOwnerAbbreviation assumes no responsibility for information posted in connection with the discussion forum. If you submit material to WebSiteOwnerAbbreviation.com or post on the discussion forum, you warrant that the information contained therein is truthful, does not violate the rights or property interests of others, and is not unlawful, threatening, defamatory, vulgar, obscene or otherwise objectionable. You will not use the forum for solicitation, advertisement or promotion of any business or activity that is inconsistent with the purposes and intent of WebSiteOwnerAbbreviation or for any illegal or unlawful purpose. You declare that WebSiteOwnerAbbreviation may use and reproduce the material submitted for any purpose and grant WebSiteOwnerAbbreviation a non-exclusive, perpetual royalty-free license to such material. As a condition of submitting materials, you agree to waive any "moral rights" or other rights of authorship that may accrue or have accrued to you under any laws of any jurisdiction. WebSiteOwnerAbbreviation reserves the right to investigate complaints that visitors may make about the content on the Site or the discussion forum. WebSiteOwnerAbbreviation reserves the right to remove any content from the Site, in its sole and absolute discretion, at any time and to terminate

the privilege of any user to post on the forum or to participate in other WebSiteOwnerAbbreviation services if they misuse the posting privilege or violate other terms of use.

11.2. By continuing to access this Site, and by submitting material to WebSiteOwnerAbbreviation, you agree that you shall have no recourse against WebSiteOwnerAbbreviation for any alleged or actual infringement or misappropriation of any proprietary rights in your communication to it. By submitting material, you confirm your understanding that you will not be entitled to any compensation or other remuneration because of WebSiteOwnerAbbreviation's use or disclosure of such other similar or identical material. You hereby acknowledge that no fiduciary or confidential relationship exists between you and WebSiteOwnerAbbreviation, either now or by reason of your submitting any information to it, unless you and WebSiteOwnerAbbreviation have made and executed a separate written agreement to the contrary.

12. DISCLAIMER OF WARRANTIES; RELEASE

12.1. While WebSiteOwnerAbbreviation uses reasonable efforts to include accurate and up-to-date information on this Site, it makes no representations as to the truth, accuracy, reliability, usefulness, timeliness or completeness of that information, and you should not rely upon it. WebSiteOwnerAbbreviation does not guarantee that the Site or services provided on or by the Site will be sufficient or appropriate for every individual or situation.

12.2. THE SITE AND THE CONTENT ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS, AND YOU USE THIS SITE AT YOUR OWN RISK. THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. THE INFORMATION PROVIDED MAY NOT APPLY TO YOUR PARTICULAR SITUATION, OR MAY NOT BE SUITABLE OR APPROPRIATE FOR YOU. ♦WEBSITEOWNERABBREVIATION STRONGLY URGES YOU TO CONSULT A PROFESSIONAL OR SOME OTHER AUTHORITY IN THE APPROPRIATE FIELD BEFORE USING ANY OF THE INFORMATION IT PROVIDES.

12.3. When using the Site, information will be transmitted over a medium that is beyond the control and jurisdiction of WebSiteOwnerAbbreviation. Accordingly, WEBSITEOWNERABBREVIATION ASSUMES NO LIABILITY FOR OR RELATING TO THE DELAY, FAILURE, INTERRUPTION OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH USE OF THE SITE. WEBSITEOWNERABBREVIATION MAKES NO WARRANTY OR REPRESENTATION THAT THE SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED.

12.4. WEBSITEOWNERABBREVIATION DISCLAIMS ALL LIABILITY FOR ANY COMPUTER VIRUSES, WORMS OR OTHER DISABLING COMPUTER CODE THAT MAY BE LOADED INTO USER'S COMPUTERS WHEN USERS DOWNLOAD DOCUMENTS FROM THIS SITE. You are strongly advised to obtain and use appropriate anti-virus and security software.

12.5. TO THE FULLEST EXTENT PERMITTED BY LAW, WEBSITEOWNERABBREVIATION DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE AND WEBSITEOWNERABBREVIATION MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE SITE.

12.6. You specifically agree that WebSiteOwnerAbbreviation shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through the Site. You specifically agree that WebSiteOwnerAbbreviation is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights,

including intellectual property rights. You specifically agree that WebSiteOwnerAbbreviation is not responsible for any content sent using and/or included in the Site by any third party.

13. LIMITATION OF LIABILITY

13.1. TO THE FULLEST EXTENT PERMITTED BY LAW, NONE OF WEBSITEOWNERABBREVIATION OR ANY THIRD PARTIES MENTIONED ON THE SITE ARE NOR WILL THEY BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE (OR INABILITY TO USE) THE SITE, THE CONTENT, THE INFORMATION ON OR AVAILABLE THROUGH THIS SITE, OR ARISING OUT OF ANY ACTION TAKEN IN RESPONSE TO OR AS A RESULT OF ANY INFORMATION AVAILABLE ON THE SITE. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WEBSITEOWNERABBREVIATION IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU HEREBY WAIVE ANY AND ALL CLAIMS AGAINST WEBSITEOWNERABBREVIATION, AND ITS AFFILIATES, AGENTS, REPRESENTATIVES AND LICENSORS ARISING OUT OF YOUR USE OF THE SITE AND THE INFORMATION AVAILABLE ON IT.

14. INDEMNITY

14.1. Despite and in addition to any other requirements under these Terms of Service that you make any payments to any party as a result of the use of your password or account, you agree to indemnify and hold harmless WebSiteOwnerAbbreviation, its members, officers, employees, agents, and licensors from and against all losses, expenses, damages, claims, fines, penalties and costs, including reasonable legal and accounting fees, resulting from any alleged violation of these Terms of Service, ♦the Site's Privacy Policy ♦or the Site's Acceptable Use Policy or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the Site using your account.

15. CHOICE OF LAW AND FORUM

15.1. This Agreement shall be governed by and construed in accordance with the laws of the *[Insert relevant jurisdiction]*, without giving effect to any principles of conflicts of law. You expressly agree that any action arising out of or relating to this Agreement shall be filed only in the provincial, state or federal courts located in *[insert jurisdiction]* and you irrevocably consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

16. INTEGRATION, SEVERABILITY, AND WAIVER

16.1. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes all previous and contemporaneous agreements, proposals and communications, written or oral, between WebSiteOwnerAbbreviation representatives and you. If any provision of these Terms of Service is found to be invalid or unenforceable, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect but for the invalid portion(s). No waiver of any of these Terms of Service shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

17. NOTICE

17.1. Notices to you may be made via e-mail or regular mail, or in cases of changes to these Terms of Service or to the services offered by the Site, by posting notices or links to such notices on the Site itself.