

Terms and Conditions

THESE TERMS CONTAIN IMPORTANT DISCLAIMERS AND LEGAL INFORMATION

1. User Agreement

Distil, Inc., a Delaware corporation (“distil”, “we” or “us”) maintains this website (“Website”), among other reasons, to provide you access to technology that monitors your website in order to prevent hackers, spammers, bots, scrapers and others using automated methods from infringing your proprietary rights and disrupting the optimal operation of your website (collectively, the “Services”), subject to these Terms and Conditions of Use (the “Terms”) and our privacy policy (the “Privacy Policy” and together with the Terms, the “Agreements”). By clicking “I accept” when prompted after you have been provided an opportunity to download and review these Terms, you express your consent to, agreement with, and understanding of them. We may, in our sole discretion, modify, restrict, change, or otherwise alter the Agreements, the Website, or the Services, in whole or in part, impose limits on certain features of the Website or the Services, restrict your access to part or all of the Website or terminate any or all Services. By continuing to access and use the Website and the Services you will be evidencing your consent to, agreement with, and understanding of, such modifications, changes or alterations. We may not notify you of changes, alterations or modifications to the Agreements. Because we reserve these rights, you should visit this page periodically to review the Agreements.

2. Limited License

Subject to the terms and conditions set forth in the Agreements and payment of the applicable fees, distil hereby grants to you, and you hereby accept, a personal, nonexclusive, non-transferable, non-sublicensable, revocable, fee bearing, limited license to access and make personal use of the Website and the Services. The license shall be granted until terminated in accordance with these Terms. Except as specifically permitted by these Terms, you agree not to: (i) sell, license (or sub-license), lease, assign, transfer, pledge, or share any of your rights under these Terms with/to anyone else; (ii) modify, disassemble, decompile, reverse engineer, revise or enhance all or any part of the Website or the Services or create any derivative works or otherwise merge or utilize all or any part of the Services or the Website with or into other computer programs or other materials or attempt to discover all or any part of the Website source code; or (iii) copy, print, display, publish or transmit all or any part of the Website or the Services.

3. Distil Content

The Website and the Services may incorporate software code, trade secrets, patentable subject matter and other proprietary materials, as well as text, images, audiovisual

productions, opinions, statements, facts, articles, or other information created by us or by third parties (“Our Content”). Our Content may become unreliable for various reasons including, for example, changes in market conditions or economic circumstances. Our Content is for your reference only and should not be relied upon by you for any purpose. Our Content may not be copied, duplicated, distributed, downloaded, sold or otherwise exploited by you in any way, except as agreed to in writing by us. We are not responsible for Our Content’s accuracy and/or reliability. We may discontinue offering any of Our Content on the Website at any time without notice.

4. User Content

You agree that distil may download and cache on its servers, or servers operated by a third party, documents, information and/or any content and/or meta data contained in your site and/or trafficked to your site (“Your Content”), including without limitation reroute Your Content and all traffic directed to your site to another distil designated IP address, for the purpose of enabling the provision of the Services. We do not claim ownership of Your Content. However, you hereby grant distil a world-wide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, and fully sub-licensable right and license to use, host, transfer, reproduce, modify, adapt, publish or otherwise make available to the public, translate, create derivative works from, distribute, perform, display and otherwise exploit Your Content in any form, media, or technology now known or later developed solely for the purpose of enabling provision of the Services. You hereby warrant and represent that: (i) you are the sole owner of and/or hold all rights in and to Your Content; (ii) there are no restrictions, limitations, which prevent or restrict you from granting distil the license above; and (iii) Your Content will not violate the user conduct restrictions set forth in Section 7 hereof.

5. User Responsibilities

You acknowledge and agree to bear the following responsibilities:

- a. As a prerequisite to the provision of the Services you hereby agree to ensure that all traffic to your site will be rerouted to the applicable IP address set forth in the applicable distil set up procedure and by doing so you shall fully comply with all Internet Committee for Assigned Names and Numbers (“ICANN”) rules and regulations and any applicable internet registrar procedures. You shall be solely responsible for rerouting such traffic back to your original IP address upon termination or expiration of the rights and licenses granted in these Terms;
- b. You are solely responsible for obtaining, paying for, repairing and maintaining all of the equipment, hardware, software, services and materials that are required to access the Website and the Services. Without limiting the foregoing, you must pay all charges, taxes, and other costs and fees related to obtaining your own internet access, telephone, computer, and other equipment and any communications or other charges incurred by you to access the Website and the Services, including, without limitation, usage fees incurred by you during an internet denial of service attack or other malicious third parties acts;

- c. You may access the Website and the Services only through the interfaces and protocols provided or authorized by distill. You will not access the Website or the Services through unauthorized means, such as unlicensed software clients;
- d. You will ensure that your site includes terms of use no less restrictive than those contained in these Terms and shall be solely responsible for your users, compliance with these Terms;
- e. You are solely responsible for protecting the information on your computer, such as by installing anti-virus software, updating your applications, password protecting your files, and not permitting unauthorized third party access to your computer(s);
- f. The Services are a shared web caching service, which means that a number of users, websites are cached from the same server. To ensure that the Services are reliable and available for the greatest number of users, your usage cannot adversely affect the performance of other users, sites;
- g. You agree to comply with all local rules regarding online conduct, including all laws, rules, codes and regulations of the country in which you reside and the country from which you access the Website and the Services. Without limiting the foregoing, the Services are not available where they are illegal to use, and distill reserves the right to refuse and/or cancel the Services provided to anyone at its own discretion; and
- h. You agree to comply with all export laws, restrictions and regulations of the United States Department of Commerce or other United States or other sovereign agency or authority, and not to export, or allow the export or re-export of any software, technical data or any direct product thereof in violation of any such restrictions, laws or regulations, or unless and until all required licenses and authorizations are obtained with respect to the countries specified in the applicable United States Export Administration Regulations (or any successor supplement or regulations). The transfer of certain technical data and commodities may require a license from an agency of the United States government and/or written assurances by you that you will not export such software, technical data or commodities to certain foreign countries without prior approval of such agency. Your rights under these Terms are contingent on your compliance with this provision.

6. User Acknowledgements

By using the Website and the Services, you hereby acknowledge and agree that:

- a. distill will have access to the data you provide to us solely in connection with Services for twenty-four hours. The data will be aggregated and analyzed, then deleted from our systems. We will not store Your Content on our systems;
- b. The Services will save a copy of your site to a server operated by distil or a third party on our behalf. We do not warrant that we will maintain a back-up copy of Your Content saved to such servers. We are not a back-up service and you should keep a copy of Your Content on your site for back-up purposes;
- c. We shall not be liable if the Website or the Services are not available for any period or any time. We give no warranties as to the accessibility, performance, or

availability of the Website or the Services. Temporary suspension of access to the Website or the Services may occur without notice at our discretion, including, without limitation, in the case of repair, maintenance, system failure or for reasons beyond our control. We reserve the right to suspend the operation of the Website, the Services or any part thereof;

- d. You use, access, download, or otherwise obtain information, materials, or data through the Website or any reference sites at your own discretion and risk and you will be solely responsible for any damage to your property (including your computer system) or loss of data that results from the download or use of such material or data;
- e. We may suspend or terminate your use of the Website and the Services, for any or no reason and without penalty in our sole discretion without prior notice to you, including, without limitation:
 - i. When Your Content is flagged or blocked;
 - ii. If distil determines that you have used your account primarily as an online storage space, including the storage or caching of a disproportionate percentage of pictures, movies, audio files, or other non-HTML content; or
 - iii. If distil deems it necessary, due to excessive burden or potential adverse impact on distil's network, potential adverse impact on other users, server processing power, server memory, abuse controls, or other reasons.
- f. If your license to use the Website or the Services expires, is terminated, is not renewed, or is otherwise discontinued for any reason, distil may, without notice, delete or deny you access to any of Your Content or meta data that may remain in our possession or control. You will have no complaint, claim or demand towards distil regarding the deletion, blocking or removal of Your Content;
- g. Neither distil nor our third party providers will be liable to you in any way for the termination, suspension, interruption, delay of any of the Services on the Website. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies distil may have at law or in equity; and
- h. You may terminate your use of the Services at any time by rerouting your data away from the Website and notifying us of your decision to cancel the Services by the methods set forth in Section 17 of these Terms. You will be responsible for any applicable fees for Services rendered prior to distil's receipt and processing of your termination notice.

7. User Conduct

You shall use the Website and the Services for personal and lawful noncommercial purposes only. You may not:

- a. Upload, post, transmit or otherwise make available:
 - i. any content that is unlawful, harmful, abusive, vulgar, obscene, hateful, fraudulent, threatening, harassing, defamatory, libelous, invasive of another's privacy or which discloses private or personal matters

concerning any person, or is racially, ethnically, or otherwise objectionable;

- ii. any material that you don't have the right to transmit under 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. any content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party;
 - iv. sexually explicit material or other material that is hateful or incites violence;
 - v. any unsolicited or unauthorized advertising, promotional materials, or other forms of solicitation including chain letters, junk mail, spam, and pyramid schemes;
 - vi. any material that that contains software viruses, malicious code, corrupted files, "Trojan Horses", or any other contaminating or destructive features that may damage, interrupt, or limit the functionality of any computer software, hardware, telecommunications equipment, the Website, or distil's ability to offer the Services;
- b. Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
 - c. Intentionally violate any other applicable law or regulation while accessing and using the Website or the Services;
 - d. Deliberately disrupt the Website or the Services with repetitive messages, meaningless messages, or "spam";
 - e. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Website;
 - f. Interfere with or disrupt the Website or the Services or servers or networks connected to the Website, or disobey any requirements, procedures, policies, or regulations of networks connected to the Website or used to provide the Services;
 - g. Use the Website or the Services to harm minors in any way;
 - h. Violate, attempt to violate, or avoid any applicable ICANN regulation or policy;
 - i. Violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the United States Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, and any regulations having the force of law;
 - j. Provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to Section 219 of the Immigration and Nationality Act; or
 - k. Promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals. This may include, but is not limited to, providing instructions on how to assemble bombs, grenades, and other weapons. As stated in Section 13 below, you agree to indemnify distil and hold us harmless from any actions, claims, proceedings, or liabilities arising out of your violation of the Agreements.

You are responsible for all statements made and acts that occur through the use of your user name and password. Please do not disclose your password to anybody. If it has been lost or stolen, let us know as soon as possible by the methods set forth in Section 17 of these Terms.

8. Registration For Services

To gain access to the Services, you must register on the Website and pay the applicable fee. When you register to use the Services, you agree to provide accurate, current, and complete information about yourself as prompted by the appropriate registration form. You acknowledge that, if any information provided by you is untrue, inaccurate, not current, or incomplete, we reserve the right to terminate the Agreements and your use of the portions of the Website available to registrants. As part of the registration process, you will be asked to select a user name and password. **YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USER NAME AND PASSWORD AND FOR ANY AND ALL ACTIVITIES THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.** The Website is for general audiences and is not directed toward those under 13 years of age. If you are under age 13, please do not attempt to register or provide information and/or media to us. If we learn that we have collected personal information from a child under age 13, we will delete that information as quickly as possible. If you believe that we might have any information from a child under age 13, please contact us at by the methods set forth in Section 17. We strongly recommend that minors 13 years of age or older ask their parents for permission before sending any information about themselves to anyone over the Internet and we encourage parents to teach their children about safe internet use practices.

9. User Privacy

We respect your concerns about how we may gather and/or use personal information, and want to protect your privacy. When you initially access the Website and use the Services, and on occasions when you access the Website and use the Services thereafter, we may collect certain data in addition to the data collected during registration. Our Privacy Policy will govern how we may collect and use this data. By assenting to these Terms and using this Website and the Services, you evidence your agreement with, and understanding of, the Privacy Policy accessible on our Website. [View our Privacy Policy](#)

10. User Input

We welcome any user suggestions to assist us in providing new information and services to our users. While we will endeavor to review your suggestions, we may not be able to adequately respond to messages suggesting new ideas. You hereby agree that any idea that you may convey to us shall become our sole and exclusive property and that we will have no liability or responsibility for providing any credit, compensation or other consideration for any idea that you may send to us or for keeping such idea confidential. Such submissions may not be acknowledged and will not be returned.

11. Links

From time to time, the Website will contain hyperlinks (“Links”) to Websites operated by third parties. Such Links are for your reference only, and we neither control such linked Websites or the third parties that operate them, nor are we liable or responsible for their availability, content, or privacy policies. Display of such Links or the names of their third party operators or owners on the Website does not imply or express any endorsement by us of any individuals or entities referred to in the content of such linked Websites, or of such third parties. You may direct any comments or concerns that you may have regarding any such Links or third parties on the Website to us, by the methods set forth in Section 17. You are solely responsible for any charges or obligations that may be incurred as a result of any dealings with such linked Website operators. Other Websites may also have a link to our Website posted on their Website; you hereby acknowledge and agree that we are not responsible for the content of any such Website or the actions of any operator of any such Website.

12. Copyrights, Trademarks And Service Marks

Our Website and all materials on this Website including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos and music (the “Intellectual Property”) are or may be protected under United States and worldwide copyrights which are owned or licensed, in whole or in part, by us or otherwise used with permission of their respective owners. Intellectual Property or any third party trademarks, service marks, or copyrights may not be manipulated, edited, reproduced, performed, republished, uploaded to or downloaded from, posted, transmitted, sold, transferred or otherwise distributed or exploited in any manner whatsoever from this Website or any other Website owned or operated by us without our prior written consent, which may be withheld in our sole discretion. Any manipulation of the Website or any portion thereof, or use of any of the foregoing for any other purpose constitutes an infringement of our copyrights, trademark rights or property and proprietary rights, or of the respective owners of such Intellectual Property. Any use of any portion of this Website on any other Website or other networked computer environment is prohibited without our prior written consent, which may be withheld in our sole discretion. You represent that you are the sole author and proprietor of any information or ideas that you submit to us, and that no information or ideas submitted by you has been registered for copyright protection in any jurisdiction or has been previously published in any form. Users or others that believe their copyright or other rights have been infringed by Your Content (“Claimant”) may provide distil’s Designated Agent (identified below) written notice including the following information:

- a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other interest;
- b. A description of the copyrighted work or other work that is alleged to have been infringed;
- c. A description of where Your Content that is allegedly infringing is located on the Website;

- d. The Claimant's address, telephone number, and email address;
- e. A written statement by the Claimant that he/she/it has a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- f. A statement by the Claimant, made under penalty of perjury, that the above information in the Claimant's notice is accurate and that the Claimant is the copyright owner or is authorized to act on the copyright owner's behalf. distil's Designated Agent for notice of claims of copyright or other forms of proprietary rights infringement can be reached as follows: distil, inc. info@distil.it If the disputed content was posted by a third-party identifiable through reasonable efforts, we will provide reasonable notice to the third-party of the charge. If the third-party responds with a valid counter-notification, we will provide the Claimant with a copy so that the Claimant may take any other steps he/she/it may consider appropriate.

13. User Indemnity

You agree to defend, indemnify and hold harmless, distil, our affiliates, agents, employees, directors, officers, stockholders, licensors, subcontractors and suppliers, from any claims, actions, losses, damages, liabilities, judgments, settlements, and other costs and expenses (including attorneys, fees and disbursements) arising out of or relating to: (i) your breach or failure of your obligations under the Agreements, (ii) the placement by you of a link to the Website on any Website or in any e-mail, or (iii) your use of the Website or participation in any activities arising from this Website, including but not limited to, the Services. Such indemnity shall include any costs and expenses incurred by us in any actions taken to enforce this indemnity.

14. Disclaimer Of Warranty; Limitation Of Liability

THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY ACT OR OMISSION OF OURS OR ANY OF OUR AFFILIATES, AGENTS, EMPLOYEES, DIRECTORS, OFFICERS, STOCKHOLDERS, LICENSORS, SUBCONTRACTORS AND SUPPLIERS, ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF DATA, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. YOU SPECIFICALLY ACKNOWLEDGE THAT NEITHER US NOR ANY OF OUR AFFILIATES, AGENTS, EMPLOYEES, DIRECTORS, OFFICERS, STOCKHOLDERS, LICENSORS, SUBCONTRACTORS OR SUPPLIERS, IS LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. YOU AGREE THAT USE OF OUR WEBSITE AND THE SERVICES ARE ENTIRELY AT YOUR OWN RISK. OUR WEBSITE, CONTENT AND SERVICES ARE PROVIDED "AS IS", AND "AS AVAILABLE" FOR YOUR PERSONAL USE ONLY, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR

IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY FOR INFORMATION, SERVICES, OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH DISTIL, THE WEBSITE, OR THE SERVICES. WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES CONCERNING THE AVAILABILITY AND ACCURACY OF CONTENT, INFORMATION, PRODUCTS OR SERVICES, AND ANY WARRANTIES OF TITLE OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, DISTIL MAKES NO WARRANTY THAT:

- a. THE SITE WILL MEET YOUR REQUIREMENTS;
- b. THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE OF VIRUSES, ERRORS, WORMS, DATE BOMBS, TIME BOMBS OR OTHER HARMFUL COMPONENTS;
- c. THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE OR THE SERVICES WILL BE ACCURATE OR RELIABLE;
- d. THE QUALITY OF ANY SERVICES, INFORMATION OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS;
- e. ANY ERRORS ON THE SITE WILL BE CORRECTED;
- f. THE DATA AND MATERIALS PRESENTED OR DISPLAYED ON THE WEBSITE ARE CORRECT AND ACCURATE;
- g. THE DATA, CONTENT (INCLUDING COMMERCIAL CONTENT), FUNCTIONS, OR ANY OTHER INFORMATION OFFERED ON OR THROUGH THE WEBSITE OR THE SERVICES OR ANY REFERENCE SITES WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS; OR
- h. ANY SITE OR SERVER TO WHICH YOUR TRAFFIC MAY BE ROUTED WILL BE AVAILABLE AT ALL TIMES, UNINTERRUPTED OR FREE FROM DOWNTIME OR INOPERABILITY. NEITHER DISTIL NOR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES, DIRECTORS, OFFICERS, STOCKHOLDERS, LICENSORS, SUBCONTRACTORS OR SUPPLIERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE WEBSITE OR THE SERVICES OR YOUR INABILITY TO GAIN ACCESS TO OR USE THE WEBSITE OR THE SERVICES. YOU HEREBY ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL IDEAS ON THE WEBSITE OR SUBMITTED TO US. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU; IN SUCH JURISDICTIONS, OUR POTENTIAL LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. IN THE EVENT THAT THIS SECTION IS DETERMINED BY ANY COURT TO BE UNENFORCEABLE, YOU AGREE THAT ANY CLAIM THAT YOU BRING

AGAINST DISTIL OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES, DIRECTORS, OFFICERS, STOCKHOLDERS, LICENSORS, SUBCONTRACTORS OR SUPPLIERS SHALL BE BROUGHT ONLY IN YOUR INDIVIDUAL CAPACITY, AND SUCH CLAIM SHALL NOT BE CONSOLIDATED WITH THE ARBITRATION, HEARING OR OTHER PROCEEDING (INCLUDING WITHOUT LIMITATION ANY OTHER SUIT OR CLASS ACTION) BROUGHT BY OR AGAINST ANOTHER USER OR US WITHOUT OUR EXPRESS WRITTEN CONSENT.

15. Validity Of Electronic/internet Contracts

The Agreements shall have the same meaning, force and effect as if executed by hand, and all of the laws to which a hand executed agreement are subject will govern the Agreements. A printed version of the Agreements shall be admissible in judicial or administrative proceedings based upon or relating to the Agreements to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

16. Choice Of Law

THE AGREEMENTS WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA, APPLICABLE TO AGREEMENTS MADE AND WHOLLY PERFORMED IN THAT STATE, WITHOUT REGARD TO THE CHOICE OF LAW PROVISIONS THEREOF. You will resolve any claim, cause of action or dispute with distil arising out of or relating to the Agreements, the Website or the Services exclusively in state or federal court located in Orange County, North Carolina. You agree to submit to the personal jurisdiction of the courts located in Orange County, North Carolina for the purpose of litigating all such claims. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF RELATED TO THE WEBSITE, THE SERVICES OR THE AGREEMENTS MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

17. Contact

If you wish to contact us for any reason, please contact us at: Email: info@distilnetworks.com, or use the “Contact Us” link on this Website.

18. Miscellaneous

Use of the Website and the Services is unauthorized in any jurisdiction that does not give effect to all provisions of the Agreements, including without limitation this Section. Section headings are solely for the convenience of reference and shall not be given any weight or effect in the interpretation or construction of the Agreements. Waiver of any breach or default under any provision of the Agreements shall not be effective unless it is in writing and executed by us, and shall not be deemed to be, and shall not be, a waiver of

any subsequent or continuing breach of, or default under, such provision or of any other provision. The Agreements constitute the entire agreement between you and us and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and us with respect to the Website and the Services. If any provision of the Agreements is deemed invalid or unenforceable for any reason, such provision shall be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreements shall continue in full force and effect. Any rights not expressly granted herein are reserved. Upon termination or expiration of these Terms, any provision which, by its nature or express terms should survive, will survive such termination or expiration, including but not limited to the following Sections: 3, 4, 5, 12, 13, 14, 16, and this Section. These Terms and Conditions of Use were last updated on December 30, 2011.