



Terms of Use

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- Use any robot, spider, or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful;
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack; or
- Impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).

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SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. WHEN THE IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, THEY WILL BE LIMITED TO THE SHORTEST DURATION PERMITTED BY LAW. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. IN ANY CASE, COMPANY'S AND ITS LICENSORS' ENTIRE LIABILITY UNDER ANY PROVISION OF THESE TERMS WILL BE LIMITED TO ONE HUNDRED DOLLARS (\$100.00).

Indemnity. You agree to defend, indemnify and hold harmless the Company and its affiliates, directors, officers, employees, and/or agents (collectively, "Company Indemnitees") from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) that may be incurred by any of the Company Indemnitees arising out of or relating to Your Content, your violation of these Terms, your violation of any applicable laws, rules or regulations in connection with the Website, or from any other misuse of the Website. You agree that in the event any claim, allegation, suit or similar proceeding is commenced by a third party against any of the Company Indemnitees, that you will pay for the defense thereof, including reasonable attorneys' fees and costs. Notwithstanding any of the foregoing, Company reserves the right to assume the exclusive defense and control of any proceeding that relates to the Company, the Website, or any aspects thereof, whether or not subject to indemnification hereunder, and in such case you will cooperate fully with Company in our defense thereof.

Termination and Restriction of Access. In its sole discretion, and as applicable, the Company may terminate or suspend your access to the Website for breach of these Terms or for any reason whatsoever, with or without notice. The Company shall not be liable for any losses or damages arising from any such termination of service.

Arbitration. At its sole discretion, the Company may require you to submit any

disputes arising from use of the Website, or breach of these Terms, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Illinois law. By using the Website, you hereby consent to submission of any dispute to be final and binding arbitration.

Limitation on Time to File Claims. Any cause of action or claim you may have arising out of or relating to these Terms or the Website must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

Governing Law & Jurisdiction. These Terms are governed by the laws of the State of Illinois U.S.A. You hereby irrevocably consent to the exclusive jurisdiction and venue of the courts in Chicago, Illinois, U.S.A. in all disputes arising out of or relating to the use of the Website.

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General. You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of these Terms or use of the Website. You may not assign these Terms without the prior written consent of the Company in all instances. The Company may assign these Terms, in whole or in part, at any time. The Company's performance of this agreement is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of the Company's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by the Company with respect to such use.

If any part of these Terms are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms shall continue in effect.

These Terms, including the Privacy Policy and all other documents expressly incorporated herein by reference, constitute the entire agreement between you and the Company with respect to the Website, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and the Company. A printed version of these Terms and of any notices given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Company Contact Information. Questions can be directed to the Company at: support@remprex.com.