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a. In your use of the Web site, you agree to act responsibly in a manner demonstrating the exercise of good judgment and these Terms and Conditions of Use. For example and without limitation, you agree not to (i) use the Web site for any purpose in violation of local, state, national, or international laws; (ii) insert your own or a third party's advertising, branding, or other promotional content into any of the Content or use, redistribute, republish, copy, or exploit the Content in any way or for any further commercial or promotional purposes; (iii) infringe or violate the rights of any third party, including without limitation, intellectual property, privacy, publicity, or contractual rights; (iv) engage in spidering, "screen scraping," "database scraping," harvesting of e-mail addresses, wireless addresses, or other contact or personal information, or any other automatic means of obtaining lists of users or other information from or through the Web site or the services offered on or through the Web site, including without limitation any information residing on any server or database connected to the Web site or the services offered on or through the Web site; (v) interfere with, interrupt, damage, disable, overburden, or impair the Web site, the Content, or the services made available on or through the Web site, including, without limitation, through the use of viruses, cancelbots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, forged routing, or electronic mail address information or similar methods or technology; (vi) attempt to gain unauthorized access to any portion of the Web site or other computer systems through the Web site; (vii) misrepresent your relationship with, or impersonate, any other person or entity; (viii) link from any other Web site to this Web site or link this Web site to any other Web site; or (ix) assist any third party in doing any of the foregoing.

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c. With respect to your use of the Web site, you acknowledge and agree we may monitor and retain all communications by you and that we may disclose information we have about you to comply with applicable laws and

regulations, or should we investigate your use or any complaint about your use, including without limitation any legal action related to such use. You also agree that any violation by you of these Terms and Conditions of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to the Company, for which monetary damages would be inadequate, and you consent to the Company obtaining any injunctive or equitable relief that the Company deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies the Company may have at law or in equity. Further, if we do take any legal action against you as a result of your violation of these Terms and Conditions of Use, you agree the Company will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to the Company.

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a. To the extent you utilize the Company's online payment services, you acknowledge that there cannot be a guarantee that communications or payment transactions conducted online will be absolutely secure. You further

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b. You are solely responsible for maintaining the confidentiality of your password, if any, and agree that the Company will have no obligations with regard thereto. You agree not to give your password to anyone. If you believe your password has been lost or stolen or someone has gained access to your password without your permission, contact us immediately. If you use a thirdparty vendor (or distributor) to pay your Company payment and you disclose to such vendor your username, password, and/or account number, the Company will not be responsible for the accuracy and timeliness of processing your payment.

c. For purposes of identification, payments, and marketing, you agree to provide the Company with current, accurate, complete, and updated information required for registration and/or online payment, including legal name, address, telephone number(s), and applicable payment data (e.g., credit card or bank account number). You agree to notify the Company immediately of any changes in your registration data. Proceeding with the registration process indicates your intent to comply with these terms and conditions. Please review our Privacy Policy.

d. By accepting these terms and conditions, you acknowledge that the Company may initiate an ACH debit or credit card debit to the payment account(s) that you have provided.

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from Company through the Web site may be subject to additional terms and conditions presented to you at the time of such purchase.

## **10. Indemnity.**

You agree to defend, indemnify, and hold the Company, its officers, managers, members, employees, agents, licensors, advisors, and suppliers, harmless from and against any claims, actions or demands, liabilities, and settlements, including, without limitation, reasonable legal and accounting fees resulting from or alleged to result from: (a) your use of and access to the Web site, or (b) your violation of any term of these Terms and Conditions of Use. This defense and indemnification obligation will survive these Terms and Conditions of Use and your use of the Web site.

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a. You expressly agree that exclusive jurisdiction for any dispute with the Company, or in any way relating to your use of the Web site, resides in the courts of Wake County, North Carolina, and you further agree and expressly consent to the exercise of personal jurisdiction of such courts in connection with any such dispute including any claim involving the Company or its

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b. These Terms and Conditions of Use are governed by the internal substantive laws of the State of North Carolina, without respect to its conflict of laws principles. If any provision of these Terms and Conditions of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions of Use, which shall remain in full force and effect. No waiver of any of these Terms and Conditions of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

### **13. Complete Agreement.**

These Terms and Conditions of Use and the Company's Privacy Policy constitute the entire agreement between you and the Company with respect to the use of the Web site and Content.

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