

Website Terms of Use

Last Modified: [4/27/2021]

I. Acceptance of the Terms of Use

These terms of use are entered into by and between you and The Interlex Group, Inc. ("Company," "we," "our," or "us"). The following terms and conditions ("Terms of Use") govern your access to and use of this website, including but not limited to, all webpages on this domain and any content, functionality, or services offered on or through the foregoing (our "Website"), whether as a member or non-member user.

Please read the Terms of Use carefully before you start to use the Website. By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at [[link to privacy policy](#)]. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to users who are 16 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

II. Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You understand and agree that these Terms of Use may change regularly. You are expected to check this page regularly so you are aware of any changes, as they are binding on you.

III. Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for making all arrangements necessary for you to have access to the Website (including but not limited to, an Internet connection). You are also responsible for ensuring that all persons who access the Website through your Internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register as a member with this Website or otherwise, including but not limited to, through the use of any interactive features on the Website, is governed by our these Terms of Use and our Privacy Policy, and you consent to all actions we take with respect to your information consistent with the foregoing.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your member user account is personal to you or your firm and agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole and complete discretion for any or no reason, including but not limited to if, in our opinion, you have violated any provision of these Terms of Use.

IV. Intellectual Property Rights and Prohibited Uses

The Website and its entire contents, features, and functionality (including but not limited to, all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for the commercial benefit of the Company or its members only.

You must not and agree not to reproduce, distribute, modify, prepare derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials;
- you may store files that are automatically cached by your web browser for display enhancement purposes; and
- you may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.

You must not and agree not to:

- access or use the Website other than as specifically set forth in these Terms of Use or any harmful, improper, or unintended manner;
- reverse engineer, decompile, disassemble or access the Website, or any code, processes, or algorithms employed by or contained within the Website;
- modify copies of any materials from this Website;
- use any content, including but not limited to, text, illustrations, photographs, video, or audio sequences, or any graphics separately from the surrounding content on the Website;
- transmit any personal information (including but not limited to, personal information submitted by member users) to any other party without the prior express written consent of the Company;
- delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site;
- remove or modify from the Website any markings or any notice of the Company or its licensors' proprietary rights; or
- re-host or use the Website on another platform or domain.

You agree not to access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to info@interlexgroup.com.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, or other right of the Company or law.

V. Additional Prohibited Uses

You agree to use the Website only for lawful purposes and in accordance with these Terms of Use.

You agree not to and will not use the Website:

- in any way that violates any applicable federal, state, local, or international law or regulation (including but not limited to, any laws regarding the export of data or software to and from the US or other countries);
- for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
- to send, knowingly receive, upload, download, use, or re-use any material that does not comply with these Terms of Use or any other rights or obligations of a third-party;
- to transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including but not limited to, any “junk mail,” “chain letter,” “spam,” or any other similar solicitation;
- to impersonate or attempt to impersonate the Company, a Company employee, a member user, any other user, or any other person or entity (including but not limited to, by using e-mail addresses or login credentials associated with any of the foregoing; or

- to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or that may harm the Company or users of the Website, or expose them to liability.

Additionally, you agree not to and will not:

- use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including but not limited to, their ability to engage in real time activities through the Website;
- use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including but not limited to, monitoring or copying any of the material on the Website;
- use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent;
- use any device, software, or routine that interferes with the proper working of the Website;
- introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website;
- attack the Website via a denial-of-service attack or a distributed denial-of-service attack; or
- otherwise attempt to interfere with or hinder the proper operation of the Website or Company in any way.

VI. Trademarks

The Company name, the Company logo, and all related names, logos, slogans, artwork, trade dress, product and service names, designs, or other identifiers of the Company or its products, services, collectives, or certifications are trademarks of the Company or its affiliates or licensors ("Marks"). You must not use any Marks without the prior written

permission of the Company. All other marks on this Website are the trademarks of their respective owners.

VII. Third-Party Software

Certain software included in or used by the Website may comprise third-party proprietary software products that are subject to separate license terms (“Third-Party Software”). All such Third-Party Software may comprise or include software or software components that are derived, in whole or in part, from software that is distributed as free software, open source software or under similar licensing, or distribution models (collectively, “External Software”).

Your use of External Software is subject in all cases to the applicable licenses from the External Software provider, which will take precedence over the rights and restrictions granted in this Agreement solely with respect to such External Software. You will comply with the terms of all applicable External Software licenses, if any. For example, copyrights to open source software are held by their respective copyright holders indicated in the copyright notices in the corresponding source files. The Software may include software developed by the OpenSSL Project for use in the OpenSSL Toolkit (<http://www.openssl.org/>).

FOR THE AVOIDANCE OF DOUBT, THE COMPANY PROVIDES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO SUCH EXTERNAL SOFTWARE, INCLUDING BUT NOT LIMITED TO, WITH RESPECT TO FUNCTIONALITY OF SUCH EXTERNAL SOFTWARE.

The Company does not provide any warranty, maintenance, technical, or other support for any External Software. Accordingly, the Company is not responsible for your use of any External Software or any personal injury, death, property damage (including, but not limited to, to your home) or other harm or losses arising from or relating to your use of any External Software.

VIII. User Contributions

The Website may contain features (collectively, “Interactive Services”) that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “post”) content or materials (collectively, “User Contributions”) on or through the Website.

All User Contributions must comply with these Terms of Use and the Content Standards set forth in Section IX.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third-parties any such material for any purpose.

You represent and warrant that:

- you own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns; and
- all of your User Contributions do and will comply with these Terms of Use and do not violated the rights or any third-party.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third-party for the content or accuracy of any User Contributions posted by you or any other user of the Website.

You agree that we have the right to:

- remove or refuse to post any User Contributions for any or no reason in our sole discretion;
- take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including but not limited to, if we believe that such User Contribution violates the Terms of Use (e.g., the Content Standards in Section IX), infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for the Company;
- disclose your identity or other information about you or your computer, browser, or other information related to your interaction with the Internet or Website to any third-party who claims that material posted by you violates their rights, including but not limited to, their intellectual property rights or their right to privacy or publicity;
- take appropriate legal action, including but not limited to, referral to law enforcement, for any illegal, inappropriate, or unauthorized use of the Website;

- terminate or suspend your access to all or part of the Website for any or no reason, including but not limited to, for any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website.

YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

You agree that we cannot and do not undertake to review any material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, you agree that we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third-party. You agree that we have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

IX. Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;
- promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person, including but not limited to, rights of publicity or privacy;
- violate the legal rights of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy;
- be likely to deceive, harm, or embarrass any person;

- promote any illegal activity, or advocate, promote, or assist any unlawful act;
- cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person;
- impersonate any person, or misrepresent your identity or affiliation with any person or organization;
- involve commercial activities or sales, such as contests, sweepstakes; or
- give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

X. Copyright Infringement or Rights Violation

You agree that if you believe any User Contribution violates your copyright or other legal right, you will send us a notice of such violation using the contact information in Section XXIV below. It is the policy of the Company to terminate the user accounts of repeat infringers.

XI. Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website or by anyone who may be informed of any of its contents.

This Website may include content provided by third-parties, including but not limited to, materials provided by other member users and third-party licensors, syndicators, aggregators, or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third-party, for the content or accuracy of any materials provided by any third-parties.

XII. Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

XIII. Information About you and your Visits to the Website

All information we collect on this Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

XIV. Linking to the Website and Social Media Features

You may link to our Webpage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our prior express written consent.

Subject to the foregoing, you must not:

- establish a link from any website that is not owned by you;
- cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking; or
- otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

You agree that we may disable all or any links at any time without notice in our discretion.

XV. Links from the Website

If the Website contains links to other sites and resources provided by third-parties, such links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

XVI. Geographic Restrictions

We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

XVII. Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY AFFILIATE OR PERSON ASSOCIATED WITH THE

COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANY AFFILIATE OR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

XVIII. Limitation on Liability

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE LIMITATION OF LIABILITY SET OUT ABOVE DOES NOT APPLY TO LIABILITY RESULTING FROM OUR WILLFUL MISCONDUCT OR FRAUD OR DEATH OR BODILY INJURY CAUSED BY PRODUCTS YOU PURCHASE THROUGH THE SITE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

FOR THE AVOIDANCE OF DOUBT, NEITHER THE COMPANY NOR ANY RELATED PARTY WILL HAVE LIABILITY WITH RESPECT TO THE CONTENT OF THE WEBSITE, INCLUDING BUT NOT LIMITED TO, WITH RESPECT TO ERRORS OR OMISSIONS CONTAINED IN THE WEBSITE OR ANY CLAIM OF LIBEL, INFRINGEMENT OF RIGHTS OF PUBLICITY, VIOLATION OR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT, VIOLATION OF PRIVACY, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, VIOLATION OF MORAL RIGHT OR DISCLOSURE OF CONFIDENTIAL INFORMATION.

YOU RELEASE AND WAIVE ALL CLAIMS AGAINST THE COMPANY AND ANY RELATED PARTY FROM ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES ARISING OUT OF YOUR USE OF THE WEBSITE. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE ANY RIGHTS YOU MAY HAVE UNDER § 1542 OF THE CALIFORNIA CIVIL CODE—OR ANY SIMILAR LAW OR RIGHT—WHICH READS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.” YOU AGREE TO RELEASE UNKNOWN CLAIMS AND WAIVE ALL AVAILABLE RIGHTS UNDER CALIFORNIA CIVIL CODE § 1542 OR UNDER ANY OTHER STATUTE OR COMMON LAW PRINCIPLE OF SIMILAR EFFECT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THIS RELEASE COVERS ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE COMPANY OR ANY RELATED PARTY.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OR THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG A GIVEN WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THE LIMITATIONS PROVIDED IN THESE TERMS OF USE ARE INTENDED TO APPLY TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, AND YOU ACKNOWLEDGE THAT THE TERMS WILL BE CONSTRUED AND ENFORCED AS NECESSARY TO LIMIT THE COMPANY’S AND ANY RELATED PARTY’S POSSIBLE LIABILITY TO THE AMOUNT SET FORTH HEREIN.

IF, NOTWITHSTANDING THESE TERMS, THE COMPANY OR ANY RELATED PARTY IS FOUND TO BE LIABLE, SUCH LIABILITY IS AND WILL BE LIMITED EXCLUSIVELY TO A MAXIMUM OF TEN U.S. DOLLARS (\$10.00).

XIX. Indemnification

You agree to, payable on demand, defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns (“Related Parties”) from and against any allegations, claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys’ fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website’s content, services, or products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

XX. Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), will be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website will be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois, in each case located in the City of Chicago, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

XXI. Arbitration

At Company’s sole discretion, it may require you to submit any disputes arising from these Terms of Use or use of the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under any conditions Company determines in its sole and complete discretion, including but not limited to, selection of the arbitration entity, rules of arbitration, and location or venue.

XXII. Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE 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.

XXIII. Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use will be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use will not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision will be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

XXIV. Contact Information

This Website is operated by the Company.

All notices of copyright infringement claims and all other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to us at:

Lawrence B. Swibel, President
200 W. Madison, Suite 3000
Chicago, IL 60606 U.S.A.
Telephone: 1-312-224-1214
E-mail: lswibel@fslc.com

Fannie Gilligan, Director of Global Administration
200 W. Madison, Suite 3000
Chicago, IL 60606 U.S.A.
Telephone: 1-312-224-2515
E-mail: fgilligan@interlexgroup.com

XXV. General

A. Entire Agreement

The Terms of Use and any other agreement or terms provided on the Website, including but not limited to, our Privacy Policy constitute the sole and entire agreement between you and the Company regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

B. Injunctive Relief

Notwithstanding the institution of any arbitration proceedings, You acknowledge and agree that, in the event of a breach or threatened breach by you of these Terms of Use or the Privacy Policy that threatens harm to any right, title, or interest of the Company, including but not limited to, any intellectual property right or disclosure of any proprietary or trade secret information, the Company will have no adequate remedy in money or damages and, accordingly, will be entitled to an injunction against such breach issued by a court. You agree that the Company has the unequivocal right to obtain such injunctive relief, immediately upon request. The Company's right to obtain injunctive relief shall not limit its right to seek further remedies.