

## Terms of Use

I. PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE. THESE TERMS OF USE CREATE A BINDING LEGAL AGREEMENT ("Agreement"). This Agreement governs your use of this Internet site located at [tanglewoodresort.com](http://tanglewoodresort.com) (collectively, the "Site") and is by and between Tanglewood Resort (referred to herein as "Tanglewood", "we", "us", or "our") and you, on behalf of yourself and the buyer, member or supplier for which you have registered ("you"). By using, viewing, transmitting, caching, storing and/or otherwise utilizing the Site, the services or functions offered in or by the Site and/or the contents of the Site in any way, you have agreed to each and all of the terms and conditions set forth below. If you do not agree to each and all of these terms of use please do not use the Site and leave the Site immediately. We reserve the right, at our sole and absolute discretion, to change, modify, add, or remove portions of this Agreement at any time without notice and, unless otherwise indicated, such changes will become effective immediately. Please check these terms periodically for changes. Your continued use of the Site following the posting of changes to this Agreement will mean you accept those changes.

II. ELIGIBILITY. This Site is only eligible to individuals and entities that can form legally binding contracts under applicable law. If you do not qualify, you may not use the Site. By continuing to access this Site, you represent that: (a) you have read, understand, and agree to be bound by this Agreement, (b) you are of legal age to form a binding contract with Tanglewood, and (c) you have the authority to enter into the Agreement personally or on behalf of the company you named as the User, and to bind that company to this Agreement. For clarity, the term "you" refers to the individual or legal entity, as applicable, identified as the User when you registered or used this Site. You also represent and warrant that you are legally authorized to make the travel reservations and/or purchases for either yourself or for another person for whom you are authorized to act. You may only use this Site to make legitimate reservations or purchases and shall not use this Site for any other purposes, including without limitation, to make any speculative, false or fraudulent reservations, or any reservation in anticipation of demand.

We reserve the right to cancel or modify reservations where it appears that a customer has engaged in fraudulent or inappropriate activity or under other circumstances where it appears that the reservations contain or resulted from a mistake or error, or from an attempt to circumvent Tanglewood or hotel policies, terms or conditions. You understand that overuse or abuse of the reservation facilities of this Site may result in your being denied access to such facilities. Reservations made by one or more individuals or by an agency on the Site, on behalf of one or more proposed guests, and involving more than nine (9) rooms at the same hotel for the same period of stay, must be made directly through the hotel. If more than nine (9) rooms at the same hotel for the same period of stay are booked through any other method, we reserve the right to cancel or impose additional requirements on such reservations.

Some rates have special eligibility requirements. It is your responsibility to verify that you qualify for the rate that you have booked. Hotels are not obligated to honor rates if you do not qualify.

### III. RESTRICTIONS ON USE OF MATERIALS

All materials contained in the Site are the copyrighted property of Tanglewood, or its subsidiaries or affiliated companies and/or third party licensors. No material from the Site or any Internet site owned, operated, licensed, or controlled by us may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. For purposes of these terms, the use of any such material on any

other Web, internet, intranet, extranet or other site or computer environment is prohibited. All trademarks, service marks, trade names and trade dress are proprietary to us.

Unless indicated otherwise, all names, logos, trademarks, service marks, trade dress and trade names are proprietary to Tanglewood and may not be used by anyone for any purpose without our prior express written consent. We consider our trademarks to be valuable assets, and take infringement of them seriously.

In the event you download software from the Site, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the "Software") are licensed to you by us or third party licensors for your use in connection with the Site only. We do not transfer title to the Software to you. You own the medium on which the Software is recorded, but we (or third party licensors) retain full and complete title to the Software and all intellectual property rights therein. You may not redistribute, sell, de-compile, reverse engineer, disassemble, or otherwise reduce the Software to human-readable form.

#### IV. SUBMISSIONS

We are pleased to hear from our users and welcome your comments regarding the Site and the products and services offered in connection therewith. However, please do not send us any unsolicited creative original materials of any kind. While we do value your feedback on the Site, we request that you be specific in your comments with respect to the same, and not submit any creative ideas, suggestions or materials (unless specifically requested by us).

If, at our request, you send certain specific submissions or, despite our request, you send us creative suggestions, ideas, notes, drawings, concepts, or other information (collectively, the "Submissions"), the Submissions shall be deemed, and shall remain, our property. None of the Submissions shall be subject to any obligation of confidence on our part and we shall not be liable for any use or disclosure of any Submissions. Without limitation of the foregoing, we shall exclusively own all now known or hereafter existing rights to the Submissions of every kind and nature throughout the universe and shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submissions.

By uploading or sending us Submissions, you automatically grant (and warrant that the owner of such materials expressly granted) us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed throughout the universe. In addition, you warrant that all so-called "moral rights" in those materials have been waived.

#### V. CONTENT LINKED TO THE SITE

Links to other sites we think may be of interest to you are provided for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site.

Please exercise discretion while browsing the Internet and using the Site. You should be aware that when you are using the Site, you could be directed to other sites that are beyond our control. There are

links to other sites from the Site pages that take you outside of the Site. We reserve the right to disable links from any third party sites to the Site. We make no representations concerning the content of sites listed in any of the Site's directories. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to a Site. Please keep in mind that whenever you give out information online, that information can be collected and used by people you don't know. We cannot guarantee the security of any information you disclose online; you make such disclosures at your own risk.

## VI. DISCLAIMERS

ELECTRONIC TRANSMISSIONS, INCLUDING THE INTERNET, ARE PUBLIC MEDIA, AND ANY USE OF SUCH MEDIA IS PUBLIC AND NOT PRIVATE. INFORMATION RELATED TO OR ARISING FROM SUCH USE IS PUBLIC, OR THE PROPERTY OF THOSE COLLECTING INFORMATION, AND NOT PERSONAL OR PRIVATE INFORMATION.

YOU AGREE THAT YOU USE THE SITE AT YOUR OWN RISK. THE CONTENT, SERVICES AND MATERIALS IN THE SITE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND EITHER EXPRESS, IMPLIED OR STATUTORY. WE DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR ENDORSEMENTS REGARDING THE ACCURACY, RELIABILITY, USEFULNESS OR COMPLETENESS OF THE SERVICES, CONTENT, OR MATERIALS IN THE SITE OR ANY SITE LINKED TO IT. TO THE MAXIMUM EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, DESIGN, ACCURACY, CAPABILITY, SUFFICIENCY, SUITABILITY, CAPACITY, COMPLETENESS, AVAILABILITY, COMPATIBILITY OR ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WE DO NOT WARRANT THAT THE SITE WILL BE CONTINUOUSLY AVAILABLE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE, SERVICES, CONTENT, MATERIALS OR THE SERVERS THAT MAKE THE SITE OR SUCH COMPONENTS OR SUCH SERVICES, CONTENT AND MATERIALS AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR ARE ACCURATE OR COMPLETE. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES, CONTENT, MATERIALS, FUNCTIONS OR PRODUCTS AVAILABLE THROUGH THE SITE IN TERMS OF THEIR CORRECTNESS, ACCRUACY, RELIABILITY OR OTHERWISE. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. In the event we are held liable for any damages related to such matters, your sole and exclusive remedy will be limited to reimbursement for services or products paid by you to the entity held liable which were not provided by such entity. You hereby waive any and all rights to bring any claim or action related to such matters in any forum beyond one (1) year after the first occurrence of the kind of act, event, condition or omission upon which the claim or action is based.

We explicitly disclaim any responsibility for the accuracy, content, or availability of information found on sites that link to or from the Site. We cannot ensure that you will be satisfied with any products or services that you purchase from the Site or from a third-party site that links to or from the Site or third party content on the Site. We do not endorse any of the merchandise, nor have we taken any steps to confirm the accuracy or reliability of, any of the information contained in such third-party sites or content. We do not make any representations or warranties as to the security of any information (including, without limitation, credit card or other personal information) you might be requested to give

any third party, and you hereby irrevocably waive any claim against the Indemnified Parties with respect to such sites and third party content. We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

The Indemnified Parties are not responsible for telephone, electric, electronic, network, internet, computer, hardware or software program malfunctions, failures, delays or difficulties, or late, lost, stolen, illegible, incomplete, garbled, misdirected, mutilated or postage due mail, e-mail, form postings, connections, messages, or entries, or the security of any and all such matters.

Further, the Indemnified Parties are not responsible for inaccurate or incorrect entry information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Site or by any technical or human error which may occur in the processing of any information related to the Site.

We may prohibit you from participating or utilizing the Site if in our sole and absolute discretion you show a disregard for this Agreement or act in an unsportsmanlike manner, with the intent to annoy, abuse, threaten, or harass any other person, or in any other disruptive manner. We also reserve the right to refuse service, terminate accounts, remove or edit content or cancel orders in our sole and absolute discretion.

If for any reason any portion of the Site is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of Tanglewood which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Site, we reserve the right (but not the obligation) in our sole and absolute discretion, to prohibit you and any member, buyer or supplier (and all of your and their information) from using the Site, and to cancel, terminate, modify or suspend the Site or any portion thereof and void such information.

You also agree that the Indemnified Parties are not responsible or liable in any way for injury, loss or damage to your computer or inception or use of credit card information, related to or resulting from use of the Site or any sites, services, or materials linked or related thereto or therefrom and also are not responsible or liable in any way for any injury, loss, claim or damage relating to or resulting from any part of the Site operating or not operating on computers or networks used by you or communicating with such computers or networks.

To the extent we list or link to third party products or services, our site acts as the venue for suppliers to sell products and services (or, as appropriate, solicit offers to buy) and buyers to purchase such products and services. We are not involved in the actual transaction between buyers and suppliers. As a result, we have no control over the quality, safety or legality of the items advertised, the truth or accuracy of the listings, the ability of suppliers to sell items or the ability of buyers to buy items. We cannot ensure that a buyer or supplier will actually complete a transaction. We do not control the information provided by other users which is made available through the Site. You may find other user's information to be offensive, harmful, inaccurate or deceptive. Please use caution and common sense when using the Site. Please note that there are also risks of dealing with foreign nationals, underage persons or people acting under false pretense.

Although we intend that product descriptions contained in the Site be current and accurate, we make no warranty or representation that descriptions of products in the Site are accurate, complete, current, or reliable in any or all respects. In the event a product described in the Site is not as described, your sole remedy is to return it in unused condition in accordance with the suppliers' return policy.

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NO ORAL ADVICE OR WRITTEN CORRESPONDENCE OR INFORMATION PROVIDED BY US OR ANY OF THE INDEMNIFIED PARTIES WILL CREATE A WARRANTY OF ANY KIND AND USERS SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE. WE RESERVE THE RIGHT, IN OUR SOLE AND ABSOLUTE DISCRETION AND WITHOUT NOTICE, TO CORRECT ANY ERRORS OR OMISSIONS IN ANY PORTION OF THE SITE, OR TO DENY ACCESS TO THE SITE TO ANYONE AT ANY TIME. NEITHER WE NOR ANY OF THE INDEMNIFIED PARTIES, SHALL HAVE ANY LIABILITY ARISING FROM YOUR RELIANCE UPON THE INFORMATION PROVIDED ON THE SITE.

The Site may contain technical inaccuracies or typographical errors or omissions in connection with information displayed on the Site, including without limitation rates, fees, or availability applicable to your transaction. Tanglewood is not responsible for any typographical, photographic, technical or pricing (including without limitation mistaken hotel rates) errors listed on our Site. Tanglewood reserves the right to make changes, corrections and/or improvements to the Site, and to the products and programs described in such information, at any time without notice, including after confirmation of a reservation.

## VII. INDEMNIFICATION

You are entirely responsible for maintaining the confidentiality of your password and account and for all activities that occur under your account. You hereby indemnify, defend and hold us and our properties and each of our and their owners, partners, subsidiaries, affiliates, franchisees and each of such person's or entities' officers, directors, agents, contractors, subcontractors, guests, residents, visitors, licensees, invitees, permittees and employees (collectively, the "Indemnified Parties") harmless from and against any and all allegations, demands, claims, liabilities, damages, fines, penalties or costs of whatsoever nature (Including reasonable attorneys' fees) and whether by reason of death of or injury to any person or loss of or damage to any property or otherwise ("Claims") arising out of or in any way connected with this Agreement, the services or products provided to you by the Site or any related act or failure to act by you and whether or not occasioned or contributed to by the negligence of Tanglewood or any agent or employee of the Indemnified Parties or any of them (except as and to the extent prohibited by applicable law) or Claims arising from your account, including, without limitation, any claims related to infringement by you of the intellectual property rights of any person, including without limitation, copyright, patent, trade secret, trade mark, artist rights, droit moral, privacy, publicity or rights under other intellectual property laws. In the event that any Claim is made or any action or proceeding is brought against the Indemnified Parties, or any of them arising out of or connected with this Agreement, any such Indemnified Party may, by reasonable notice to you, require you, at your expense, to resist such

Claim or take over the defense of any such action or proceeding and employ counsel for such purpose, such counsel to be subject to the prior written approval of such Indemnified Party, which approval shall be deemed to have been given hereby in the case of counsel acting for your insurance underwriters engaged in such resistance or defense. You shall cooperate with us in the defense of any Claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

#### VIII. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE BE LIABLE FOR ANY LOST PROFITS, COST OF COVER, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, CONSEQUENTIAL OR PUNITIVE DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE OR THE SERVICES OR FUNCTIONS OF THE SITE OR ARISING OUT OF YOUR ACCESS TO, OR INABILITY TO ACCESS, THE SITE OR YOUR RELIANCE UPON, THE SITE OR THE SERVICES, CONTENT OR MATERIALS IN, OR FUNCTIONS OF, THE SITE, PROVISION OF, OR FAILURE TO PROVIDE SERVICES, OR INFORMATION, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE). IN ADDITION, WE HAVE NO DUTY TO UPDATE THE SITE OR THE CONTENTS THEREOF APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SITE. IF YOU ARE DISSATISFIED WITH THE SITE OR ANY OF THE PRODUCTS, SERVICES MEMBERS, SUPPLIERS AND/OR BUYER OFFERED IN CONNECTION THEREWITH OR ASSOCIATED THEREWITH, AS THE CASE MAY BE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE TO DISCONTINUE THE USE OF THE SITE AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH THE TERMS HEREOF.

#### IX. RELEASE

BY UTILIZING THE SITE, ALL USERS ACKNOWLEDGE AND AGREE THAT THE INDEMNIFIED PARTIES ARE RELEASED, DISCHARGED AND HELD HARMLESS FROM AND ARE NOT RESPONSIBLE OR LIABLE FOR ANY LIABILITY WITH RESPECT TO ALL ASPECTS OF THE SITE (INCLUDING WITHOUT LIMITATION, ANY ILLNESS, LOSSES, LITIGATION, PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, OR INVASION OF PRIVACY, REASONABLE ATTORNEYS' FEES AND COURT COSTS) THAT MAY OCCUR FROM USE OF THE SITE OR THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF INFORMATION, MATERIALS, SERVICES OR PRODUCTS RELATED THERETO OR ACQUIRED THEREFROM. WE RESERVE THE RIGHT AT ANY TIME AND WITHOUT LIABILITY TO RESTRICT OR REFUSE ACCESS TO THE SITE AND ITS SERVICES, CONTENT, MATERIALS AND FUNCTIONS TO ANYBODY. WE FURTHER RESERVE THE RIGHT TO SEEK ANY FORM OF RELIEF, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES, RELATED TO FRAUDULENT OR ILLEGAL ACTIVITY CONNECTED WITH THE USE OF THE SITE.

Because we are not involved in the actual transaction between buyers and suppliers, if applicable, in the event that you have a dispute with one or more users, you also on behalf of yourself, your predecessors, if applicable, and each of their present and former officers, employees, directors, shareholders, parents, subsidiaries, alter egos, affiliates, partners, agents, attorneys, accountants, heirs, executors, administrators, conservators, successors and assigns, as applicable, hereby fully and forever releases and

discharges the Indemnified Parties, from any and all claims, demands, lines, actions, agreements, suits, causes of action, obligations, controversies, debts, costs, attorneys' fees, expenses, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or suspected which have existed or may have existed, or which do exist or which hereafter can, shall or may exist, based on any facts, events or omissions occurring from any time on or prior to the execution of this Agreement which arise out of, concern, pertain or relate in any way to this Agreement or the Site. You also acknowledge that there is a possibility that subsequent to the execution of this Agreement, you will discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement was executed, and which if known by it at that time may have materially affected its decision to execute this Agreement. You acknowledge and agree that by reason of this Agreement, and the release contained in this section of the Agreement, you are assuming any risk of such unknown facts and such unknown and unsuspected claims.

This release shall constitute a full release in accordance with its terms. In connection with such waiver and relinquishment, you acknowledge that you are aware that you may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which you now know or believe to be true, with respect to the matters released herein. Nevertheless, it is your intention, through this Agreement, and with the advice of counsel, fully and finally settle and release all such matters, and all claims relative thereto, which do now exist, or have existed between and among the parties hereto, including the Indemnified Parties. You hereby acknowledge that you have been advised by your legal counsel, understand and acknowledge the significant and consequence of this release.

#### IX. JURISDICTIONAL ISSUES

The products and/or services described in and available through the Site may not be available in your country. We make no representation that the services or products offered in the Site are appropriate or available for use in any particular location. Those who choose to access the Site do so on their own initiative and are responsible for compliance with local laws, k if and to the extent local laws are applicable. If use of the Site and/or viewing or use of any material or content therein or services offered thereby violates or infringes any applicable law in your jurisdiction(s), you are not authorized to view or use the Site and must exit immediately. Your viewing and/or use of the Site constitutes your representation that you are unconditionally and without limitation permitted to view and use the Site and the Indemnified Parties may rely upon such representation. The Site is operated from the United States and it is possible that some Software from the Site may be subject to United States export controls. No Software from the Site may be downloaded or otherwise exported or reexported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country subject to a U.S. or U.N. embargo or sanction; or (ii) to anyone in the US Treasury Department's list of Specially Designated Nations or anyone subject to the same or similar restrictions even if not listed or the US Commerce Department's Table of Deny Orders. By downloading or using the Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any of the above restricted lists or subject to such restrictions.

#### X. ACCESS AND INTERFERENCE

You will not use any robot, spider, other automatic device, or manual process to monitor or copy the Site or the contents or information (including the Information) contained therein without our prior express written consent. You agree that you will not use any device, software or routine to interfere or attempt

to interfere with the proper working of the Site or any transaction being conducted through the Site. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for any Information in which you have an ownership interest) from the Site without our prior express written consent or the appropriate third party.

The information (including the Information) you provide to us (i) shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; and (ii) shall not create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers.

#### XI. NO AGENCY

You and Tanglewood are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

#### XII. TERMINATION.

These terms are effective until terminated by either party. You may terminate these terms at any time by discontinuing use of the Site and destroying all materials obtained from any and all such sites and all related documentation and all copies and installations thereof, whether made under the terms of this Agreement or otherwise. Your access to the Site may be terminated immediately without notice from us if in our sole and absolute discretion you fail to comply with any term or provision of this Agreement. Upon termination, you must cease use of the Site and destroy all materials obtained from such site and all copies thereof, whether made under the terms of this Agreement or otherwise. Notwithstanding the termination of this Agreement, you acknowledge and agree that those rights and obligations which by their nature are intended to survive the termination of this Agreement in order to be fully operative, shall survive the termination of this Agreement including, without limitation, the following provisions hereof: (i) Restrictions on Use of Materials; (ii) Submissions; (iii) Disclaimers; (iv) Indemnification; (v) Limitations on Liability; (vi) Release; (vii) Access and Interference; (viii) Notice and Procedure for Making Claims of Copyright Infringement; (ix) Forum; (x) No Agency; and (xi) Compliance with Laws.

#### XIII. GENERAL PROVISIONS

You shall comply with all applicable laws, statutes, ordinances and regulations regarding your use of the Site and your solicitation of offers to purchase and/or sell products and/or services. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to the terms of this Agreement shall be filed only in the United States District Court for the Northern District of Texas or, if there is no federal jurisdiction over the action, in the courts of Tarrant County, Texas. You hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. All disputes which cannot be resolved between the parties, and causes of action arising out of or connected with the Site, shall be resolved individually, without resort to any form of class action. YOU HEREBY WAIVE ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY. The foregoing shall not apply to the extent that applicable law in your country of residence requires application of another law and/or jurisdiction and this cannot be excluded by contract. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and

enforceability of any remaining provisions. This is the entire agreement between us relating to the subject matter herein and shall not be modified except as otherwise set forth herein. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall any waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

#### XIV. DIGITAL SIGNATURE PROVISIONS

You represent and warrant that you have the legal right, power and authority to agree to the terms of this Agreement on behalf of yourself and the member, buyer or supplier participating in the Site. You further agree that your use constitutes an electronic signature as defined by the Electronic Signatures in Global and National Commerce Act ("E-Sign") and the Uniform Electronic Transactions Act ("UETA") and that you have formed, executed, entered into, accepted the terms of and otherwise authenticated this Agreement and acknowledged and agreed that this Agreement is an electronic record for purposes of E-Sign, UETA and the Uniform Computer Information Transactions Act and as such is completely valid, has legal effect, is enforceable, and is binding on, and non-refutable by you and the member, buyer or supplier on whose behalf you are acting.