

TERMS AND CONDITIONS

Consent to Terms and Conditions

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Changes to these Terms and Conditions

We reserve the right, at any time and from time to time, for any reason in our sole discretion, to change the terms and conditions of these Terms and Conditions, or to change or discontinue any aspect or feature of the Site, including, but not limited to, its content, hours of availability or the equipment needed for access or use. The Website will notify visitors of the existence and location of the new or revised policy, the sole notice of which shall be posting the new or revised policy on the Website. Any changes to the Terms and Conditions will be binding and effective immediately upon posting on the Website. Your continued access to and use of the Website shall constitute your acceptance and agreement to be bound by any such changed terms. You should check back frequently and review the Terms and Conditions regularly so that you are aware of the most current rights and obligations that apply to you and the Terms and Conditions of your Agreement with us. No employee, contractor, agent or representative of the Company is authorized to alter or amend these Terms and Conditions except by means of a written document executed by an authorized officer of the Company.

Governing Law

If any provision in this Agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect. This Agreement, and your

rights and obligations hereunder, shall be governed by the laws of the State of DELAWARE.

Entire Agreement

Any and all warranties, provisions, rights and obligations of the parties herein described and agreed to be performed subsequent to the termination of these Terms and Conditions shall survive the termination of these Terms and Conditions. This Agreement constitutes the entire agreement between you and the Company and any of its Third-Party Providers, and it supersedes any and all other agreements, oral or in writing, with respect to the Website and the Materials contained therein. The failure of the Company or its Third-Party Providers to insist upon strict compliance with any term or provision shall not be construed as a waiver with regard to any subsequent failure to comply with such term or provision. All of our rights and obligations under these Terms and Conditions are freely assignable by us in connection with a merger, acquisition or sale of our assets.