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 - b. WITHOUT LIMITATION, WE MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS; (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS OBTAINED FROM USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED THROUGH OUR SERVICE WILL MEET YOUR EXPECTATIONS; AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
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 - d. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM OUR PERSONNEL OR THROUGH OUR SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THE TERMS OF SERVICE.
 - e. FURTHER, YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (i) THE USE OR INABILITY TO USE THE SERVICE; (ii) THE COST OF

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- f. IN ORDER TO USE THIS SITE, YOU MUST HAVE ACCESS TO THE WORLD WIDE WEB, EITHER DIRECTLY OR THROUGH DEVICES THAT ACCESS WEB-BASED CONTENT. IN ADDITION, YOU MUST PROVIDE ALL EQUIPMENT NECESSARY TO MAKE SUCH CONNECTION TO THE WORLD WIDE WEB, INCLUDING A COMPUTER AND MODEM OR OTHER ACCESS DEVICE. YOU ARE SOLELY RESPONSIBLE FOR ALL CHARGES ASSOCIATED WITH CONNECTING TO THIS WEB SITE THROUGH AN AVAILABLE ACCESS NUMBER.
2. **Modification of Service.** You agree that at our sole discretion and without prior notice or liability, We may at any time either temporarily or permanently discontinue or modify any aspect of our site including, without limitation, (i) restricting the time our site is available; (ii) restricting the amount of use permitted; and (iii) restricting or terminating any user's right to use our site.
3. **Site Links.** Our web site may include links to other Internet sites maintained by third parties ("Linked Sites"). We provide You access to Linked Sites solely as a convenience to You. We have no control over Linked Sites. You acknowledge and agree that We are not responsible for the availability of Linked Sites and You agree and understand that inclusion of Linked Sites does not imply our endorsement of the Linked Sites or any content, advertising, products or other material available from Linked Sites. You further agree that We shall not be held responsible or liable, directly or indirectly, for any damage or loss caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any Linked Sites.
4. **Privacy.** You have read Our Privacy Policy, the terms of which are incorporated herein and You agree that the terms of such policy are reasonable. You consent to the use of your personal information by Us and/or our third party providers and distributors in accordance with the terms and for the purposes set forth in our Privacy Policy.

5. **Denial of Access.** These Terms of Use constitute an agreement that is effective unless and until terminated by Us. If You fail to comply with any term or provision of this Agreement, You agree that We, in our sole discretion, may terminate your access to our site.
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9. **GOVERNING LAW.** THIS AGREEMENT REGARDING THE TERMS OF USE OF THIS SITE, SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PROVISIONS THEREOF.
10. **ARBITRATION.** PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. THE ARBITRATOR'S DECISION WILL GENERALLY BE FINAL AND BINDING. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES.

Any claim, dispute or controversy between You and Us (or made by or against anyone connected with You or Us, or claiming through You or Us) arising from or relating to Your membership ("Claim"), including Claims regarding applicability or validity of this arbitration provision, shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association ("AAA") then in

effect, subject to this Agreement.

Any Claim regarding the validity or enforceability of this arbitration provision shall be governed by the laws of the State of New York without giving effect to the choice of law provisions thereof. This arbitration provision is made pursuant to a transaction involving interstate commerce and, in all other respects, including the determination of any questions about whether Claims are within the scope of this arbitration provision and therefore subject to arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1-16 ("FAA"), and shall be resolved by interpreting the arbitration provision in the broadest way the law will allow it to be construed.

All Claims are subject to arbitration, no matter what theory they are based on or what remedy they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, negligence, statutory or regulatory provisions, or any other source of law. Claims made and remedies sought as part of a class action, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis. As an exception to arbitration, You and We retain the right to pursue in a small claims court located in the federal judicial district that includes Your billing address at the time of the Claim, any Claim that is within the court's jurisdiction and proceeds on an individual basis.

The arbitration shall be conducted before a single arbitrator, applying to the Claims the substantive laws of the state of New York without giving effect to the choice of law provisions thereof. The arbitrator's authority is limited solely to the Claims between You and Us alone. The arbitration will not be consolidated with any other arbitration proceeding. You and We do not agree to any arbitration on a class action or representative basis, and the arbitrator shall not be authorized to treat any Claim on a class action or representative basis.

Any decision rendered will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction.

Arbitration rules and forms may be obtained from the AAA at www.adr.org. Claims shall be filed in any AAA office. However, any participatory hearing that You attend shall take place in Westchester County, New York.

This arbitration provision applies to all Claims now in existence or that may arise in the future.

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