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- viii. Any activity that overburdens the Web Site infrastructure;

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f) Indemnity

- i. You agree to indemnify, defend, and hold harmless, the Company, its officers, directors, employees and agents, and all other providers of information and/or services used in Company's provision of services to You, from and against any claims, actions, lawsuits, investigations, proceedings, demands, costs, expenses (including, without limitation, all attorney fees and court costs), and other claims or damages arising out of or in connection with any use by You, or Your employees, or Your agents, or Your Contractors, of the Web Site or of any information services, including without limitation, any legal, accounting, computer or other professional fees, alleging or resulting from Your use of the Web site or Your breach of any of the Terms and Conditions of this USER AGREEMENT.

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h) Termination and Denial of Service

- i. The Company reserves the right, at its sole discretion, and at any time and for any lawful reason, to terminate any and all services that it may elect to provide to You and/or to any other party, including but not limited to, termination of the Web Site in its entirety.
- ii. The Company reserves the right to deny any request for services and to cease to attempt any service requested by You or to conduct any service on Your behalf if in Company's sole judgment it is unable to reasonably authenticate or verify Your Information and/or the performance of such service would be unlawful, a breach of the peace, constitute a trespass, or would otherwise expose the Company, or any funding source, or any equipment vendor, or any other party, to unreasonable financial risk, or disrepute, or risk of physical harm, or other undesirable consequence.
- iii. Upon any breach by You of the User Agreement or any of the Terms and Conditions, the Company may pursue all of its legal remedies, including but not limited to, destruction of Your Information.

i) Governing Law and Venue

- i. These Terms and conditions are governed by laws of the State of Texas. Any claims arising under this agreement shall be subject to the jurisdiction the state or federal courts within Dallas, Texas.

j) Severability

- i. If any provision of this USER AGREEMENT is found by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any relevant jurisdiction, the remaining provisions shall not be affected and shall remain in full force and effect. The parties agree to modify or replace any invalid provision with a valid provision in a manner that most closely represents the original intention of the Company as expressed herein.

k) No Waiver

- i. Failure to enforce any provision of this USER AGREEMENT shall be not be construed to set precedent for waiver of any other provision.

l) Force Majeure

- i. Company will not be liable for any delay or failure in performance of any part of this Web Site and/or USER AGREEMENT from any cause beyond its reasonable control and without its fault or negligence such as acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, labor strikes, equipment failures, power blackouts, volcanic actions, or other environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportations facilities, or acts or omissions of transportations carriers and/or telecommunications providers.

m) Construction

- i. The terms "You", "Your" and "User" as used herein refer to all individuals and/or entities accessing the Web Site
- ii. The term "We" as used herein refers to the Company.
- iii. Paragraph headings are for reference only and are not a part of this USER AGREEMENT.

n) Entire Agreement

- i. This USER AGREEMENT constitutes the entire agreement between the parties with respect to Your use of the Web Site, and supersedes any contemporaneous or prior written or oral agreements or other communications regarding Your use of the Web Site. No changes to this USER AGREEMENT shall be made except by a revised posting on this page by the Company.

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