

# TERMS OF USE

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The Sites are all offered by OPM to you free of charge on the express condition that you accept, without modification, and abide by these Terms Of Use. Your access and use of the Sites is conditioned upon your continued compliance with these Terms Of Use. Please read these Terms Of Use carefully, as your use of the Sites constitutes your acceptance of these Terms Of Use. OPM reserves the right to change the Terms Of Use any time by reasonable notice, including without limitation by posting revised terms on the Sites (which shall constitute reasonable notice), and such amended terms shall be binding upon you; thus, you should consult the most recent version of these Terms Of Use each time that you view the Sites.

## **The Mission**

OPM was founded on one Mission made between two sisters. OPM is committed to saving lives and ending breast cancer forever by empowering people, ensuring quality care for all and energizing science to find the cures (the "Mission"). The Sites are designed, and all uses of the Sites are intended, to be in furtherance of the Mission.

## **Disclaimer**

You acknowledge that the materials on the Sites are provided "as is" for general information only and without warranties of any kind. The materials on the Sites are not meant to be used for legal purposes or guaranteed outcomes of services. While OPM endeavors to keep the materials on the Sites current information changes rapidly and thus, the materials on the Sites should not be relied upon to be fully comprehensive or error free. OPM does not recommend, endorse or make any warranties or representations of any kind with regard to the accuracy, completeness, timeliness, quality, efficacy or non-infringement of any of the programs, materials, products or other information provided on the Sites or by the companies or organizations linked or referred to in the Sites. The Sites do not offer legal advice or recommendations to individuals and you should not rely on the information posted on the Sites as a substitute for consultations with qualified professionals who are familiar with individual and professional and needs. OPM does not advocate self-treatment, your family or someone you know without proper medical supervision. OPM encourages you to seek the guidance of

your healthcare provider if you feel that you, your family or someone that you know suffers from the conditions described on the Sites.

In certain instances OPM permits third parties to provide testimonials and information, and in certain situations, create personal home pages for fundraising purposes in furtherance of the OPM's mission. OPM may from time to time post articles and other information provided by third parties that might be of interest or benefit to the public. You acknowledge that the opinions and recommendations of third parties contained on the Sites are not necessarily those of OPM or endorsed by OPM.

### **Restrictions on Use of Materials**

Unless otherwise indicated, OPM or its licensors holds the copyright to all materials on the Sites, including without limitation, research materials, photographs, text, graphics, logos, icons, images, content, sound recordings, tutorials, white papers, audio/visual clips and design. Additionally, OPM owns all of the trademarks, service marks, slogans and logos (collectively, the "Marks") used and displayed on the Sites, unless otherwise noted. Without the explicit consent of OPM, no material from the Sites (including, without limitation, the Marks), may be copied, reproduced, displayed, republished, downloaded, posted, digitized, translated, modified, transmitted, distributed or commercially exploited in any way. Any unauthorized use of materials contained on the Sites may violate copyright, trademark and other laws. We retain all rights not expressly granted, and nothing in these Terms Of Use constitutes a waiver of any rights under copyright laws or any other federal, state or local law, regulation, ordinance or treaty. Nothing in these Terms Of Use should be construed as conferring by implication, estoppel or otherwise, any license or right under or to any intellectual property right, including without limitation, any patent, trademark, service mark or copyright of OPM or any third party.

OPM will allow you to view and print information, documents and web pages located on the Sites for your own personal use but not for any for-profit or commercial activities or purposes or resale; provided that (i) the copies must retain any copyright, intellectual property, proprietary or other notices or disclaimers contained in the original materials, (ii) you must give attribution to OPM and if possible provide a reference to OPM's main site [www.OPM.org](http://www.OPM.org), (iii) the material must be printed in its entirety without modification, reformatting, adaptation or adjustment, and (iv) if you combine the materials with other hard copy materials, you must clearly designate which portion of the complete work is OPM's material. No electronic copies are permitted. If you share the printed materials with others, you agree to advise any person to whom you share the materials as to these Terms Of Use and they must agree to abide by these Terms Of Use. Failure to abide by these conditions will immediately terminate this permission and may result in the infringement of the copyrights and/or trademarks owned by OPM or its licensors.

## **Sponsors**

OPM may choose to acknowledge certain persons and companies who have provided donations or sponsorships in furtherance of the Mission. Such acknowledgement may be in the form of recognition on the Sites by use of such persons or companies' own names or marks and/or links to such person or companies' own websites. However, OPM does not solicit or permit the purchase or use of advertisements or commercial endorsements on the Sites by any person or company (including, without limitation, its sponsors and donors). If you choose to click on the links to any of our sponsors' websites or otherwise engage in any correspondence or business dealings with or other purchase of products or services from any of our sponsors, you do so on your own initiative and you agree that OPM is not responsible or liable for any loss or damages of any sort incurred as a result of any such dealings or as a result of the acknowledgement of or links to such sponsors in conjunction with the Sites.

## **Links To Other Sites; Link Agreement**

OPM may provide links to other Internet sites or resources. OPM likewise may permit others to post on certain public forums links to other Internet sites or resources. The information provided to you in such links are provided solely for your interactive enjoyment. The results are not guaranteed to be accurate and are in no way endorsed, offered or guaranteed by OPM.

Links to the Sites are permitted by OPM only in accordance with [OPM's Link Agreement](#). You should be aware that links to the Sites may be provided from other sites, either known or unknown to OPM, and some links to the Sites may be unauthorized, and accessing any other site linked to or from the Sites is done at your own risk. OPM has not reviewed and is not responsible for the content of any third party sites linked to or from the Sites.

## **General Indemnification**

You agree that you will hold harmless OPM, its officers, directors, employees, volunteers, licensors and suppliers from all claims arising out of or related to your access or use of, or your inability to access or use, the Sites or other sites to which they are linked. If your use of materials from the Sites results in the need for servicing, repair of equipment or data, you will assume any costs thereof.

## **Limitation of Liability**

In no event and under no circumstances shall OPM or the contributors of information to the Sites or our sponsors, licensors or authorized representatives be liable to you or any third party for special, incidental, punitive or consequential damages (including without limitation any loss of profits, lost savings, or loss of data) arising out of your (or any authorized user's) or any unrelated party's use or inability to use the Sites, or your (or any authorized user's) or any unrelated party's reliance or use of information, products or services provided on or through the Internet, or that result from mistakes, omissions, interruptions, deletions of files or other

data loss, errors, defects, delays in operation, service or transmission or any failure of performance of the Sites, even if we, or any of our authorized representatives, have been advised of the possibility of such damage and even if the remedies stated in these Terms Of Use fail of their essential purpose.

### **Disclaimer of Warranties**

THE SITES (INCLUDING WITHOUT LIMITATION ALL SERVICES AND CONTENT) ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" WITHOUT WARRANTY OF ANY KIND AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. There is no warranty, representation or guarantee that the Sites will continuously operate or be error free or that any problems will be corrected, or that any information, software or other material accessible from the Sites is free of viruses, worms, trojan horses or other harmful components. Further, we do not warrant, guarantee, or make any representations regarding the use of, or the results of the use of the Sites either in terms of its compatibility with hardware or other software, its reliability, currentness, or otherwise; and you rely on the Sites solely at your own risk. ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS OF THE PRODUCT FOR A PARTICULAR USE OR PURPOSE, QUALITY, COURSE OF DEALINGS, USAGE OF TRADE, INACCURACY IN CONTENT CAUSED BY OUR FAILURE TO PERFORM WITH REASONABLE CARE, QUIET ENJOYMENT OR NON-INFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED.

THE SITES ARE MANAGED IN THE STATE OF TEXAS, UNITED STATES OF AMERICA. OPM MAKES NO REPRESENTATION THAT IT OPERATES (OR IS LEGALLY PERMITTED TO OPERATE) IN ALL GEOGRAPHIC AREAS. OPM MAKES NO REPRESENTATION THAT THE SITES, SERVICES OR INFORMATION FOUND THROUGH THE SITES OR SERVICES IS APPROPRIATE OR AVAILABLE FOR USE IN ALL GEOGRAPHIC LOCATIONS, AND ACCESSING THE SITES FROM TERRITORIES WHERE THE CONTENT OF THE SITES IS ILLEGAL IS EXPRESSLY PROHIBITED. IF YOU VIEW THE SITES AND/OR ACCESS THE SERVICES FROM ANY COUNTRY OTHER THAN THE UNITED STATES OF AMERICA, YOU ACKNOWLEDGE THAT YOU ARE DOING SO ON YOUR OWN INITIATIVE AND YOU ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LAWS.

### **Disclaimer Regarding Translated Content**

In addition to the general disclaimer of warranties provided under these Terms Of Use, OPM does not warrant the accuracy, reliability, or timeliness of any information provided on its Sites in languages other than English ("Translated Content"). Any person or entity that relies on information obtained from the Translated Content does so at his or her own risk. OPM is not responsible for any damage or issues that may possibly result from using the Translated Content. If any questions arise concerning the accuracy of the information presented in the Translated Content, please refer to the official English version of the website.

## **Website Services**

*Services.* In furtherance of the Mission, OPM may offer from time to time certain services or features on the Sites (including without limitation, message boards, blogs, chatrooms, public forums, personal home pages, on-line donations, shopping carts and tutorials) (collectively, the "Services"). The following terms under these Terms Of Use pertain to your ability to use the Services made available by OPM on the Sites. OPM will permit your use of the Services free of charge on the express condition that you accept, without modification, and abide by these Terms Of Use, only for as long as your use of the Services are helping OPM to fulfill the Mission.

*Account Set Up.* Browsing of the Sites public pages is currently provided free of charge to any person. However, access to the Services and certain features of the Sites will require an account to be first established and activated for you. You may sign up for an account by accessing the Sites and following the direction for setting up an account. When you register for an account, you will be asked to create a unique user name (and/or a forum name), a password and a valid email address for your account. You will be asked whether you have read these Terms Of Use and agree to abide by its terms. You may be asked specific questions if you are seeking to use certain features of the Sites (such as a Personal Home Page), and your answers to those questions will determine whether or not you are eligible to register for those features. If you answer "I agree" and you answer all of the questions posed for each feature and otherwise are eligible, your account may be activated. If you answer "I Do Not Agree" or otherwise do not answer all of the questions or otherwise are not eligible, your account will not be activated and you will not be permitted to access the Services online. OPM reserves the right to decline to activate an account for any person for any reason. If your account is activated, you will receive a notification email immediate after you register and you must confirm your email address and acceptance of these Terms Of Use by clicking on the confirmation link in the notification email. Once your account is activated and you have confirmed, you will be permitted to log in, view, load, post and use the Services and the specific features of each OPM public forum or service for which you have been registered. By making such confirmation, you acknowledge that you have read these Terms Of Use, understand your rights and obligations, and agree to be bound by these Terms Of Use. You acknowledge that certain Services will be provided subject to additional terms and conditions (or a separate written agreement only) and you agree that you will abide by such additional terms and conditions applicable to those Services.

*Availability of Service.* OPM reserves the right to establish general practices and limits concerning the Services and user accounts at any time (and may modify such practices and limits at its sole discretion), including without limitation the maximum number of days that your or any third-party's information, pictures, content or email will be retained and the maximum amount of disk space that will be allotted on OPM's servers on your behalf. Without limiting the foregoing, you agree that OPM shall have no responsibility or liability for the deletion or failure to deliver

or store your Personal Home Page or any other public forum, or any information, pictures, content or email provided by or stored by you on your Personal Homepage or any other public forum, regardless of whether such deletion or failure was due to the established practices or limits of the Services or as a result of error, intentional misconduct, or negligence of OPM. You acknowledge that OPM reserves the right to log off accounts that are inactive for an extended period of time and reserves the right at any time, and from time to time, to modify or discontinue, either temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that OPM shall not be liable to you or to any third party for any such modification, suspension or discontinuance of the Services.

*Privacy of Patient Information.* The Health Insurance Portability and Accountability Act ("HIPAA") may regulate and limit the use and disclosure of your private health information by certain healthcare institutions. However, you should know that the HIPAA regulations apply to information gathered in the treatment of patients and not to information gathered by or through the Sites. For details on how OPM protects the privacy of personally identifiable information gathered by or through the Sites, please see our [Privacy Policy](#).

*Shopping Cart Purchases & On-Line Donations.* In order to purchase products from the Sites' store or make donations online, you must submit the necessary contact and payment information, including, without limitation, your name, address, credit card and email. You are responsible for the accuracy of the information in your account(s) supplied by you to OPM. By providing such information to OPM by any means (e.g.: email, fax, telephone, mail, etc.), you represent that any information or materials provided by you shall be accurate, complete and correct and that you shall have lawful right to provide such information to OPM for use in processing your orders or receiving your donations from the Sites. In order to purchase the products or make donations online using the payment method displayed on the Web site (e.g., VISA, Mastercard, PayPal, etc.), you must be 18 years of age or over. By using the Sites' payment method, you confirm that you possess the legal authority to enter into the conditions of use for the Sites, including, without limitation, instructing OPM or its authorized vendors to collect any payments from a credit or debit card, and to use the Sites in accordance with all terms and conditions of these Terms Of Use. Billing to your credit card or to your account occurs at the time of purchase or donation or shortly thereafter. All sales of merchandise purchased from OPM on the Sites are subject to OPM's standard sales terms and conditions, which contain certain warranty and liability limitations. All returns and exchanges of merchandise purchased from OPM on the Sites are subject to OPM's standard return and exchange policy. OPM will charge tax in states where such purchases are taxable and your invoice will include both the purchase price and sales tax based on the bill-to address for you for your credit card at the sales tax rates then in effect at the time of purchase. You agree that you are responsible for all charges incurred by your use of the Sites and you expressly authorize OPM to charge the credit card provided by you or listed

on your account for any outstanding fees or costs due to OPM or any donations submitted online via the Sites.

*Services Indemnification.* IN ADDITION TO THE GENERAL INDEMNIFICATION PROVIDED UNDER THESE TERMS OF USE, YOU WILL INDEMNIFY AND HOLD OPM AND ITS OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, AFFILIATES, LICENSORS AND SUPPLIERS HARMLESS FROM AND AGAINST ANY LAWSUIT, CLAIM, DAMAGE, LIABILITY, OR EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) INCURRED BY OPM AND ITS OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, AFFILIATES, LICENSORS AND SUPPLIERS PERTAINING TO OPM'S USE OF THE INFORMATION AND CONTENT PROVIDED BY YOU IN CONNECTION WITH THE SERVICES, YOUR FAILURE TO ABIDE BY THE ACCEPTABLE USE POLICY (SET FORTH BELOW), YOUR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, OR ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT OR RIGHT OF PUBLICITY OR PRIVACY OF ANY THIRD PARTY THAT RELATES TO ANY INFORMATION, IMAGE, VOICE, NAME OR CONTENT PROVIDED BY YOU IN CONNECTION WITH THE SERVICES, EVEN IF ANY SUCH CLAIMS, DAMAGES, LIABILITY OR EXPENSE ARE BASED IN WHOLE OR IN PART ON OPM'S OWN NEGLIGENCE. IN NO EVENT SHALL OPM'S AGGREGATE AND COMPLETE LIABILITY TO YOU AND ANY THIRD PARTY IN CONNECTION WITH ANY AND ALL OF ITS SERVICES PROVIDED VIA THE SITES, HOWEVER ARISING, EXCEED A MAXIMUM OF \$100.00.

#### **Acceptable Use Policy for Services & Sites**

You will not, and will not allow or authorize others to, use the Services or the Sites to take any actions that: (i) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) violate any applicable law, statute, ordinance or regulation (including those regarding export control); (iii) are defamatory, trade libelous, threatening, harassing, invasive of privacy, stalking, harassment, abusive, tortious conduct, hateful, discrimination based on race, ethnicity, gender, sex or disability, pornographic or obscene; (iv) interfere with or disrupt any services or equipment with the intent of causing an excessive or disproportionate load on OPM or its licensors or suppliers' infrastructure; (v) involve knowingly distributing viruses, Trojan horses, worms, or other similar harmful or deleterious programming routines; (vi) involve the preparation and/or distribution of "junk mail", "spam", "chain letters", "pyramid schemes" or other deceptive on-line marketing practices or any unsolicited bulk email or unsolicited commercial email or otherwise in a manner that violate the Controlling the Assault of Non-Solicited Pornography and Marketing Act (CAN-SPAM Act of 2003); (vii) would encourage conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international laws or regulations; (viii) involve the unauthorized entry to any machine accessible via the Services or interference with the Sites or any servers or networks connected to the Sites or disobey any requirements, procedures, policies or regulations of networks connected to the

Sites, or attempt to breach the security of or disrupt Internet communications on the Sites (including without limitation accessing data to which you are not the intended recipient or logging into a server or account for which you are not expressly authorized); (ix) impersonate any person or entity, including, without limitation, one of OPM's or other's officers or employees, or falsely state or otherwise misrepresent your affiliation with a person or entity; (x) forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Sites; (xi) collect or store personal data about other account users or attempt to gain access to other account users' accounts or otherwise mine information about other account users or the Sites; (xii) execute any form of network monitoring or run a network analyzer or packet sniffer or other technology to intercept, decode, mine or display any packets used to communicate between the Sites' servers or any data not intended for you; (xiii) attempt to circumvent authentication or security of any content, host, network or account ("cracking") on or from the Sites; or (xiv) are contrary to OPM's public image, goodwill, reputation or mission or otherwise not in furtherance of the Mission.

In addition you will not, and will not assist, enable or permit others to, directly or indirectly (i) modify, enhance, alter, or prepare derivative works based on any of OPM or its licensors or supplier's content, software or infrastructure, (ii) decompile, decode, unlock, attempt to discover the source code of, or otherwise reverse engineer, any of OPM or its licensors or supplier's software or infrastructure, or (iii) sublicense, sell, rent, lease, transfer, assign, or convey any rights under these Terms Of Use to any third party, or otherwise commercially exploit or profit from the information or content of the Sites (or any part or portion thereof).

IMPROPER USE OF THE SITES WILL RESULT IN LOSS OF YOUR ACCOUNT ACCESS AND MAY RESULT IN CIVIL AND CRIMINAL LIABILITIES.

### **Term & Termination**

These Terms Of Use are effective from the date that you first access the Sites or on the date that you activate your account for the Services, whichever is earlier, and continues in effect until terminated in accordance with these Terms Of Use.

OPM may terminate your access to the Sites or the Services at any time for any reason. Cause for such termination shall include, but not be limited to: (i) breaches or violations of these Terms Of Use; (ii) requests by law enforcement or other government agencies; (iii) a request by you (self-initiated account deletions); (iv) discontinuance or material modification to the Services (or any part thereof); (v) unexpected technical or security issues or problems; (vi) extended periods of inactivity; (vii) fraudulent or illegal activities performed by or on behalf of you in connection with the Services or the Sites; (viii) discontinuance of the Services as a whole; (ix) a statement by you that you no longer agree to these Terms Of Use, or a statement by you otherwise requesting termination of your access to the Services; (x) completion of the OPM or



other fundraising event or program in which you are participating; and/or (xi) any other reason reasonably considered by OPM to be in its best interest.

Your access to the Sites or the Services also will terminate automatically if you fail to comply with any term or provision of these Terms Of Use. You agree that any termination of your account and/or your access to the Sites or the Services may be effected without prior notice and you acknowledge and agree that OPM may immediately deactivate or delete your account and all related information, files or content in your account and/or bar any access to such information or content by you or others. OPM shall not be obligated to return or provide copies of any information, files or content in your account to you upon deactivation.

You may deactivate your account at any time subject to full payment of any costs or donations charged to your account(s). In order for us to deactivate your account, you must provide us with written notice. You may look under "My Account" and follow the instructions for providing written notice to us so that your account will be deactivated. You acknowledge that our entire liability and your exclusive remedy under these Terms Of Use for any dispute with us shall be your right to terminate your account in accordance with this section.

You further agree that the OPM shall not be liable to any third-party for any termination or deactivation of your access to your account(s) or the Sites.

Upon termination, OPM will have no further obligation or responsibility to you with respect to the Services terminated, and you will have no further obligation or responsibility to OPM with respect to the Services terminated or the Sites; provided, however, the foregoing statement does not apply to any liability, responsibility, or obligation of either party existing or arising prior to the effective date of termination. Your obligations under these Terms Of Use, which by their nature are intended to survive termination (such as indemnification) shall survive the termination of your access to the Sites or the Services.

### **Deactivation of the Sites**

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Sites, or any part or portion thereof, with or without notice to you. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Sites, or any part or portion thereof. Nothing in these Terms Of Use shall be construed to obligate OPM to maintain and support the Sites, or any part or portion thereof, during the term of these Terms Of Use.

### **Notice of Claims of Intellectual Property Violations**

The content of the Sites may include pictures, information, testimonials, letters, marks, slogans and other content uploaded or provided by third parties or otherwise received from third parties. OPM does not permit the use of content on the Sites that infringes on the copyright or

trademarks or rights of publicity of others, and will remove any such content that violates the copyright or trademarks or other rights of others if properly notified of such violation in accordance with the procedure set forth in these Terms Of Use. If you believe that any of the content on the Sites infringes your copyright or trademark rights or your rights of publicity, please provide OPM's general counsel (whose contact information provided below) with the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work or mark or publicity right claimed to have been infringed, or, if you believe that multiple works, marks or publicity rights have been infringed on the Sites, a representative list of such works, marks or publicity rights.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit OPM to locate the material.
4. Information reasonably sufficient to permit OPM to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the owner, its agent, or the law.
6. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

OPM's agent for the notice of any claim of infringement of any copyright or trademark or right of publicity is its General Counsel, who can be reached, as follows:

By mail:

OPM

Attention: Legal Department

P.O. Box 382784

Duncanville, TX 75138

Please provide all of the information requested above. No specific form is required to provide OPM with notifications of possible infringement. However, it will take OPM longer to process your notice if any of this information is not provided, and in some cases, we may not be able to process your notice.

## **COPPA**

OPM does not knowingly solicit data from children or knowingly market to children. OPM is concerned about the safety of children and their use of the Internet. Therefore, in accordance with the U.S. Children's Online Privacy Protection Act of 1998, it does not knowingly request or solicit personally identifiable information from anyone under the age of 13 without prior verifiable parental consent. In the event that OPM receives actual knowledge that it has collected such personal information without the requisite and verifiable parental consent, OPM will delete that information from the Sites as quickly as is reasonably practical.

## **Privacy**

OPM understands that many visitors to the Sites may be concerned about the information that they may provide or that may be generated from their use of the Sites and how OPM may use such information. Protecting privacy is an important priority to OPM. Our Privacy Policy governs the collection, use, retention and disclosure of personal information gathered from the Sites and you can view our [Privacy Policy](#).

## **Equitable Remedies**

You agree that, if the terms of these Terms Of Use are not specifically enforced, we will be irreparably damaged, and therefore you agree that we shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect any breach(es), in addition to any other available remedies.

## **Governing Law; Venue; Statute of Limitations**

These Terms Of Use are governed by the laws of the State of Texas, U.S.A., excluding any conflict of laws, rules or similar principals, and the applicable laws, regulations and treaties of the United States of America. Any action arising out of any dispute with respect to this Agreement shall only be brought in the state or federal courts located in Dallas County, Texas. You agree that the statute of limitations for any claim against OPM shall be brought within one year from when the claim arose, and any claims not brought within such period of time shall be deemed waived.

## **Dispute Resolution**

In the event of any dispute arising out of these Terms Of Use, you and OPM each agree to use good faith efforts to resolve our differences amicably. In the event those efforts are unsuccessful, you and OPM agree not to commence litigation until attempting to resolve our dispute through mediation. Either you or OPM may initiate the mediation process with thirty (30) days' prior written notice to the other. The dispute shall be submitted to mediation in Dallas, Texas, U.S.A. Costs of mediation shall be borne equally by both you and OPM. Mediation of the dispute shall be completed within fifteen (15) days of commencement, unless you and OPM agree to extend the time by mutual agreement or unless the mediator declares you and

OPM to be at an impasse. Notwithstanding the above, in the event that OPM believes that immediate injunctive relief is required to protect its rights, OPM may invoke the immediate powers of the appropriate court of law without the requirement to first mediate the dispute.

### **Miscellaneous**

If any provision of these Terms Of Use is held to be illegal, invalid, or unenforceable, then that provision shall be fully severable from these Terms Of Use and shall not effect the legality, validity, or enforceability of the remaining provisions of these Terms Of Use.

Failure by us to enforce any particular term of these Terms Of Use shall not be construed as a waiver of any of our rights hereunder.

These Terms Of Use have been written in the English language and the English language shall control. These Terms Of Use, which are in English, shall be interpreted in accordance with the commonly understood meaning of the words and phrases in the United States of America. You waive any right that you may have under local law to receive these Terms Of Use in any language other than English.

These Terms Of Use (and each supplemental agreement referenced in or referencing these Terms Of Use found on the Sites) constitutes the entire agreement between you and OPM with respect to the Sites and the Services.

### **Contact Information**

If you have any questions regarding these Terms Of Use, you may write to OPM:

By mail:

OPM

Attention: Legal Department

PO Box 382784

Duncanville, TX 75138

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