

Terms and Conditions

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User Agreement Terms & Conditions

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You agree to indemnify and hold harmless Whittington PR, its parents, subsidiaries, affiliates, officers, directors, agents, employees, co-branders or other partners, and suppliers, from any claim, demand, action, or damage, including reasonable attorneys' fees, made by any third party due to, arising out of or related to your use of the Web Site, content you submit, post or transmit through the Web Site, your violation of the Agreement or any rights of another, or your connection to the Web Site.

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- 1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- 2. a description of the copyrighted work that you claim has been infringed;
- 3. a description of where the material that you claim is infringing is located on the Web Site;
- 4. your address, telephone number, and email address;
- 5. a statement by you that you, have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- 6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to conflict of laws provisions. You and Whittington PR agree to submit to the personal and exclusive jurisdiction of the courts located within the city of Jacksonville, Florida.

Miscellaneous

If any provision of this Agreement is found by a court or other binding authority to be invalid, you agree that every attempt shall be made to give effect to the parties' intentions as reflected in that provision, and the remaining provisions contained in this Agreement shall continue in full force and effect. You agree that any claim or cause of action arising out of your use of the Web

Site or this Agreement must be filed within one year after such claim or cause of action arose or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary. Any failure by Whittington PR to enforce or exercise any provision of this Agreement or related right shall not constitute a waiver of that right or provision.

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