



# Terms of Use

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**9.** We reserve the right to release information to the proper authorities, as a result of a violation of these Terms, our standards, or unlawful acts, if the information is subpoenaed and/or if we deem it necessary and/or appropriate. Further, you agree that Vortex may, in its sole discretion, at any time terminate your access to this website and any account(s) you may have in connection with this website. Access to this website may be monitored by Vortex.

**10.** These Terms shall be governed and constructed in accordance with the laws of the State of New Mexico without regard to conflicts of law provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to this Agreement shall be an appropriate state court in New Mexico, or appropriate federal court located in New Mexico. If for any reason a court of competent jurisdiction finds any provision of these Terms, or any portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of these Terms, and the remainder of these Terms shall continue in full force and effect.

**11.** You shall defend or settle at your sole expense any claim or suit, including without limitation any proceeding, investigation or claim by a self-regulatory organization, state or federal securities agency or commission, (collectively, an "Action") against Vortex and/or each of its affiliates, directors, officers, agents, employees, or licensees (collectively, the "Indemnitee") to the fullest extent permitted by law arising out of or in connection with: (1) an assertion that the information, content, or other materials or services provided or made available by you, or the use thereof, may infringe any copyright, trademark, or other intellectual property rights of any individual or entity, or are a misappropriation of any individual or entity's trade secret, or contain any libelous, defamatory, disparaging, pornographic, or obscene materials; (2) any breach by you of your obligations under these Terms; (3) your use of this website, including the information, content, services, and/or products provided therein; and/or (4) any content provided by you in a Forum. You shall indemnify and hold harmless the Indemnitee from and against any and all damages, costs, liabilities, and attorneys' fees incurred in defending and/or resolving such Action. The foregoing indemnities shall survive expiration or termination of this Agreement.

**12.** Notices to Vortex under this Agreement shall be sufficient only if in writing and transmitted via personal delivery or delivered by a major commercial rapid delivery courier service or by certified or registered mail, return receipt requested, to: Vortex Systems, LLC, Attention: Legal Department, 3731 Rutledge Rd NE, Albuquerque, NM 87109.

**13.** These Terms contain the entire agreement between you and Vortex with respect to this website and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Vortex with respect to this website. You hereby acknowledge that you shall have no power or authority to assume or create any obligation or responsibility on behalf of Vortex. These Terms may only be modified, and a party may only waive its rights under these Terms, by a written document executed by both parties. Any failure to enforce any provision of these Terms shall not constitute a waiver thereof or of any other provision hereof.

Vortex Systems reserves the right to modify these Terms as necessary without notification.