

[Gather: JA Alumni Network](#)

JA Alumni Network Terms and Conditions

Effective Date: November 1, 2019

Welcome to the JA Worldwide, Inc. (JA) Alumni Network Terms and Conditions. The JA Alumni Network ("Network" or "Site") is administered by Hivebrite ("Hivebrite") on behalf of JA. Hivebrite and JA are at times collectively referred to as "We" or "we".

THESE TERMS AND CONDITIONS OF SERVICE, AS MAY BE MODIFIED OR AMENDED FROM TIME TO TIME ("TERMS") ARE A BINDING CONTRACT BETWEEN HIVEBRITE, JA AND YOU ("YOU").

BEFORE USING THE NETWORK WEBSITE (THE "SITE"), PLEASE READ THESE TERMS RELATING TO YOUR USE OF THE SITE CAREFULLY. BY USING THE SITE, YOU AGREE TO BE BOUND BY THESE TERMS, INCLUDING BUT NOT LIMITED TO THE PRIVACY STATEMENT AND COOKIES STATEMENT. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT AUTHORIZED TO USE THE SITE, IN WHICH CASE YOU SHOULD IMMEDIATELY EXIT AND CEASE USING THE SITE. WE MAKE THE SITE AVAILABLE TO YOU CONDITIONED UPON YOUR ACCEPTANCE, WITHOUT MODIFICATION, OF THE TERMS.

Contents

[Description of the Site, Minimum Age Requirement](#)

[Modification to Terms](#)

[Modification to Site](#)

[Registration](#)

[Member Account; Password; Security](#)

[Privacy Statement](#)

[Posting Content](#)

[Prohibited Content](#)

[Prohibited Conduct](#)

[Special Admonitions for International Use](#)

[Monitoring of Content](#)

[Indemnification](#)

[Disclaimer of Warranties](#)

[Exclusion of Damages; Limitation of Liability](#)

[Exclusions and Limitations](#)

[No resale of Site](#)

[Use and Storage](#)

[Termination](#)

[Dealings with Merchants; Links](#)

[Proprietary Rights](#)

[Trademark Information](#)

[Copyright Infringement](#)

[Notices and Contact Information](#)

[Additional Terms](#)

Description of the Site, Minimum Age Requirement

The Site provides a way for You to stay connected with JA and other alumni of the JA program. You must be at least 16 years old and a JA alumnus/a or JA employee to use this Site. JA may also from time to time impose other conditions on usage of this Site. We will notify You, if and when, these changes occur.

Modification to Terms

You agree that from time to time We may, at Our sole discretion, modify, add or remove any or all parts of these Terms and the Privacy Statement. Such modifications will be effective immediately upon posting of the modified Terms to the Site. Your continued use of the Site following the posting of changes to these Terms will mean that You accept those changes. To update the Terms, We will post both the changed version and its effective date on the Site. It is Your responsibility to check back regularly to review these Terms and any updates thereto. In addition, when using particular services, You are subject to any posted guidelines or rules applicable to such services that may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into these Terms.

Modification of Site

You may use the Site only when and as available. Unless explicitly stated otherwise, any new features that augment or enhance the current Site, shall be subject to these Terms. We reserve the right from time to time to temporarily or permanently modify or discontinue, and restrict or block access to, the Site (or any part thereof) without notice. We will not be liable to You or any third-party for any such modification, suspension, or discontinuance.

Registration

To use the Site, You must first complete the Site registration process to create an account with a user name and password (the "Account"). You agree to provide accurate, current and complete information during the registration process and when using the Site. You also agree that You will review, maintain, correct, and update such information in a timely manner to maintain its accuracy and completeness. If You provide any information that is inaccurate, not current, or incomplete or We have reasonable ground to suspect that such information is inaccurate, not current, or incomplete, We have the right without liability to suspend or terminate Your Account and refuse any and all current or future use of the Site (or any portion thereof).

Member Account; Password; Security

You agree to safeguard Your user name and password, and You authorize Us to accept any use of the Site through Your Account as being used by You or someone authorized to act for You. You agree to be liable for any transactions associated with Your Account. You agree that We can rely upon the contact and other information that is supplied to Us using Your Account and that We will rely upon such information. You agree to (a) immediately notify Us of any unauthorized use of Your password or Account or any other breach of security, and (b) ensure that You exit from Your Account at the end of each session. You agree and acknowledge that Your Account is non-transferable and non-assignable. We cannot and will not be liable for any loss or damage arising from Your failure to comply with this Section.

Privacy Statement

For more information, please see Our Privacy Statement, which is a part of and incorporated into these Terms. [Click here for Privacy Statement.](#)

Posting Content

You are entirely responsible for all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content") that You upload, post, email or otherwise transmit via the Site. We do not claim ownership of the Content You upload, post, email or otherwise transmit via the Site unless otherwise specified. However, by posting, uploading, inputting, providing or submitting Content, You are granting Us and JA Members, Regional Operating Centers (ROCs), and JA Alumni Groups, necessary sub-licensees and successors and assigns a nonexclusive, worldwide, royalty-free, perpetual, non-revocable license to use Your Content in connection with the operation of the Site, including, without limitation, the rights to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat Your Content and to publish Your name in connection with Your Content. You acknowledge and agree that We may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of any of Us, Our agents and employees, Our users and the public. You understand that the technical processing and transmission of the Site, including Your Content, may involve (x) transmissions over various networks; and (y) changes to conform and adapt to technical requirements of connecting networks or devices.

Prohibited Content

You agree not to upload, post, email, or otherwise transmit through the Site any Content or any other materials whatsoever that are or could appear to be: (a) untrue, misleading, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive to another person's privacy or protected data, hateful, or racially, ethnically or otherwise objectionable; (b) infringing or alleged to be infringing upon a third-party's intellectual property rights, including any patent, trademark, trade secret, copyright, right of publicity, or other proprietary rights of any party, including, without limitation, any Content that is the subject of any third-party claim of infringement; (c) of a type that You do not have a right to transmit under any law or under contractual or fiduciary relationships, such as inside information and proprietary and confidential information; (d) unsolicited, undisclosed or unauthorized advertising; (e) software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (f) data or information obtained through access that was not authorized by the owner of the data or information, or with respect to which such posting would constitute unauthorized use; (g) in violation of any applicable local, state, national or international law, regulation, or statute (including export laws); or (h) inconsistent with the purposes or objectives of this Site, as determined in good faith by Us. .

Prohibited Conduct

You agree not to do, or attempt to do, any of the following: (a) access or use the Site in any way that violates or is not in full compliance with any applicable local, state, national or international law, regulation, or statute (including export laws), contracts, intellectual property rights or constitutes the commission of a tort, or for any purpose that is harmful or unintended (by Us), or other than in full compliance with these Terms; (b) access, tamper with, or use the Site in a manner not authorized; (c) "stalk" or otherwise harass another user of the Site; (d) alter information obtained from or available through the Site; (e) tamper with postings, registration information, profiles, submissions or Content of other users; (f) use any robot, spider, scraper or other automated means or interface not provided by Us to access the Site; (g) extract data or gather or use information available through the Site through any means not intentionally made available or provided for through the Site; (h) transmit any unsolicited advertising, "junk mail," "spam," or "chain letters;" (i) advertise or offer to sell or buy any goods or services except as expressly permitted by a specific area of the Site; (j) frame any part of the Site, or link to the Site, or otherwise make it look like You have a relationship to Us or that We have endorsed You or Your Content for any purpose except as expressly permitted in writing by Us; (k) impersonate or misrepresent Your affiliation with any person or entity; (l) manipulate identifiers in order to disguise the origin of Content transmitted through the Site; (m) reverse engineer any aspect of the Site or do anything that might discover source code, or bypass or circumvent measures employed to prevent or limit access to any area, Content or code of the Site (except as otherwise expressly permitted by law); (n) send to or otherwise impact Us or the Site (or anything or anyone else) with harmful, illegal, deceptive or disruptive code such as a virus, "spyware," "adware," or other code that could adversely impact the Site or any recipient; (o) interfere with or disrupt the Site or server or network connected to the Site, take any action that might impose a significant burden (as determined by Us) on the Site's infrastructure or computer systems, or otherwise interfere with the ordinary operation of the Site; or (p) use the Site in any manner that is inconsistent with the purposes or objectives of this Site, as determined in good faith by Us.

Special Admonitions for International Use

Recognizing the global nature of the Internet, You agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, You agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which You reside.

Monitoring of Content

We are under no obligation to restrict or monitor Content in any way. YOU UNDERSTAND AND ACKNOWLEDGE THAT WE DO NOT REGULARLY MONITOR THE ACCURACY, RELIABILITY, OR QUALITY OF CONTENT. Notwithstanding the foregoing, We reserve the right to modify or remove any Content at any time. Any opinions, advice, statements, services, offers, or other information or Content expressed or made available by third-parties, including other users, are those of the respective author(s) or distributor(s) and not Ours. We do not endorse and are not responsible for the accuracy, reliability, or quality of any opinion, advice, information, or statement made through the Site. You understand that by using the Site, You may be exposed to Content that is offensive, indecent, or objectionable. You agree that You must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. Under no circumstances will We be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, or otherwise transmitted via the Site.

Indemnification

As a condition of Your access to and use of the service, You agree to hold Us, JA Members, ROCs, JA Alumni Groups, and their respective directors, officers, employees, agents, attorneys, subsidiaries, and affiliates, independent contractors, advertisers, partners, co-branders and sub-licensees and each of their respective successors and assigns, harmless from, and indemnify them for, all damages, costs, expenses and other liabilities, including but not limited to attorneys' fees and expenses, relating to any claim arising out of or related to: (i) Your access to and use of the Site and the Content therein; (ii) Your violation of these Terms, the Privacy Statement, any applicable law or the rights of another person or party; (iii) any dispute You have or claim to have with one or more users of the Site; (iv) Our resolution (if any) of any dispute You have or claim to have with one or more users of the Site; (v) Your improper authorization for Us to collect, use, or disclose any data or Content provided by You; and (vi) any disclosures made with Your permission (including, without limitation, Your consent that We disclose Your personal information and other information collected as set forth in Our Privacy Statement). Furthermore, You fully understand and agree that: (a) We will have the right but not the obligation to resolve disputes between users relating to the Site and Our resolution of a particular dispute does not create an obligation to resolve any other dispute; and (b) Our resolution of a dispute will be final with respect to the Site.

Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- A. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND THOSE ARISING FROM A COURSE OF DEALING, TRADE, USAGE OR PERFORMANCE AS TO THE OPERATION OF THE SITE OR THE INFORMATION OR CONTENT AVAILABLE THROUGH THE SITE.
- B. WE MAKE NO WARRANTY THAT (i) THE SITE WILL MEET YOUR REQUIREMENTS, (ii) THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE, (iv) THE

QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

- C. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- D. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.
- E. ALWAYS USE CAUTION WHEN GIVING OUT ANY PERSONALLY IDENTIFYING INFORMATION ABOUT YOURSELF OR ANYONE ELSE. WE DO NOT CONTROL OR ENDORSE THE CONTENT, MESSAGES OR INFORMATION FOUND ON THE SITE AND, THEREFORE, WE SPECIFICALLY DISCLAIM ANY LIABILITY WITH REGARD TO THE SITE AND ANY OTHER ACTIONS RESULTING FROM YOUR PARTICIPATION IN THE SITE.

Exclusion of Damages, Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT WE, JA Members, ROCs, JA Alumni Groups, and respective directors, officers, employees, agents, attorneys, subsidiaries, and affiliates, independent contractors, advertisers, partners, co-branders and sub-licensees and each of their respective successors and assigns, WILL NOT BE LIABLE TO YOU AND/OR ANY OTHER PERSON FOR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUE, LOSS OF DATA, LOSS OF PRIVACY, LOSS OF GOODWILL OR ANY OTHER LOSSES ARISING OUT OF OR IN ANY WAY RELATED TO THE SITE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE) OR STRICT OR PRODUCT LIABILITY. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL OUR AGGREGATE LIABILITY OR THE AGGREGATE LIABILITY OF JA Members, ROCs, JA Alumni Groups, and respective directors, officers, employees, agents, attorneys, subsidiaries, and affiliates, independent contractors, advertisers, partners, co-branders and sub-licensees and each of their respective successors and assigns TO YOU EXCEED, IN TOTAL, THE AMOUNTS PAID BY YOU TO US.

Exclusions and Limitations

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

No Resale of Site

Unless otherwise specified, You agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or transmit for any commercial purposes, any portion of the Site, use of the Site, or access to the Site.

Use and Storage

You acknowledge that We may establish general practices and limits concerning use of the Site, including without limitation the maximum number of days that email messages, message board postings or other uploaded Content will be retained by the Site, the maximum disk space that will be allotted on Our servers on Your behalf, and the maximum number of times (and the maximum duration for which) You may access the Site in a given period of time. You agree that We have no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Site. You acknowledge that We reserve the right to log off accounts that are inactive for an extended period of time. You further acknowledge that We reserve the right to change these general practices and limits at any time, in Our sole discretion, with or without notice.

Termination

You agree that We may, at any time and at Our sole discretion, with or without cause or any notice to You, terminate these Terms, Your access to the Site, and/or Your Account, or suspend or block Your access to the Site. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of Your use of service may be referred to appropriate law enforcement authorities. If Your Account is terminated, You may no longer have access to the copies of material or other Content available through the Site. We may also in Our sole discretion and at any time discontinue providing the Site, or any part thereof, with or without notice. You agree that any termination of Your access to the Site under any provision of these Terms may be done without prior notice, and acknowledge and agree that We may immediately deactivate or delete Your account and all related information and files in Your account and/or bar any further access to such files or the Site. Further, You agree that We shall not be liable to You or any third-party for any termination of Your access to the Site. The provisions entitled "Posting Content," "Indemnification," "Disclaimer of Warranties," "Exclusion of Damages; Limitation of Liability," and "Additional Terms" and the Privacy Statement will survive termination of these Terms. For the avoidance of doubt, Our license rights to Content will survive any termination of these Terms and will not be limited, restricted, reduced or otherwise negatively affected by any termination or other action described in this paragraph.

Dealings with Merchants; Links

Advertisements, offers, or links to other websites and resources of third-parties that We do not control may be found on or through the Site. Such advertisements and information may or may not be or remain wholly accurate. You acknowledge and agree that We are not responsible or liable for (i) the availability or accuracy of such sites or resources; or (ii) the Content, advertising, or products or services on or available from such sites or resources. The inclusion of any link through the Site does not imply that We endorse the linked site. You use the links at Your own risk. Our Privacy Statement is applicable only when You are using the Site. Once You choose to link to another website, You should read and understand that website's privacy statement before disclosing any personal information.

Your correspondence or business dealings with, or participation in promotions of, third-party merchants or advertisers that are found on or through the Site or which provide links on or through the Site, including, for example, "click to purchase" and other similar programs, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such merchant or advertiser. You waive any claim against Us and agree to hold Us harmless from any loss or damage of any kind incurred as the result of any such dealings or as the result of the presence of such merchants or advertisers on or through the Site.

Proprietary Rights

You acknowledge and agree that the Site and any necessary software used in connection with the Site contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to You through the Site or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Software, if any, that is made available to download from the Site, excluding software that may be made available by end-users through the Site, ("Software") is the copyrighted work of Us and/or Our suppliers. Except as expressly authorized by Us or advertisers, You agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Site or the Software, in whole or in part. Your use of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software ("License Agreement"). You may not install or use any Software that is accompanied by or includes a License Agreement unless You first agree to the License Agreement terms.

For any Software not accompanied by a License Agreement, We grant You a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that You do not (and do not allow any third-party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Site. You agree not to access the Site by any means other than through the interface that is provided by Us for use in accessing the Site. Any rights not expressly granted herein are reserved.

Trademark Information

JA Alumni Network, JA Worldwide, Inc., KIT United SAS and other JA and Hivebrite logos and product and service names are trademarks of JA or Hivebrite (the "Marks") respectively. Without JA's or Hivebrite's prior permission as applicable, You agree not to display or use the Marks in any manner whatsoever.

Copyright Infringement

If You believe Your work has been reproduced in a way that constitutes copyright infringement, You may provide a notice to Our copyright agent. We respect the intellectual property rights of others and request that the people who use the Site do the same. If You believe that Your work has been copied and is accessible through the Site in a way that constitutes copyright infringement, You may notify Us by providing Our copyright agent with the following information in writing:

- A. the electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf;
- B. identification of the copyrighted work that You claim has been infringed;
- C. identification of the material that is claimed to be infringing and information reasonably sufficient to permit Us to locate the material (for example, by providing a URL to the material);
- D. Your name, address, telephone number, and email address;
- E. 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; and
- F. a statement that the information in Your notification is accurate and a statement, made under penalty of perjury, that You are the copyright owner or are authorized to act on the copyright owner's behalf.

Our designated agent to receive notification of claimed infringement can be reached at Attn: Legal Department, Copyright Agent, legal@Hivebrite.com.

Notices and Contact Information

Except as otherwise provided in these Terms, We will give You any notices by posting them on the Site. You agree to check the Site for notices, and that You will be considered to have received a notice when it is made available to You by posting on the Site. You authorize Us to provide notice (including without limitation notice of subpoenas or other legal process, if any) to any email or other address that You provide during registration. You agree to keep Your address current and that notice provided by Us to the address that You have most recently provided will constitute effective notice. We receive many emails and not all of Our employees are trained to deal with every kind of communication, so You agree to send Us any notice by mailing it to Our email address for Legal Notices related to the Site which is: legal@Hivebrite.com. If You would like more information or have a complaint about Our Site, please contact Us at: privacy@jaworldwide.org

Additional Terms

- A. Agreement to Conduct Transactions Electronically. You agree that all Your transactions with or through the Site may, at Our option, be conducted electronically from start to finish. If We decide to proceed non-electronically, those transactions will still be governed by the remainder of these Terms unless You enter into different terms on a form provided by Us. If the law allows You to withdraw this consent or if We are ever required to deal with You non-electronically, We reserve the right to charge or increase fees and You agree to print or make an electronic copy of the Terms and any other contract or disclosure that We are required to provide to You.
- B. Compliance with Laws. You are responsible for compliance with applicable local laws, keeping in mind that access to the Site by certain persons or in certain countries may not be legal.
- C. No Agency; No Third-Party Beneficiary. No agency, partnership, joint venture, employee-employer, lessor-lessee, or franchisor-franchisee relationship is intended or created by these Terms. Neither You nor We intend that any third-party will be a beneficiary of or entitled to rely on any part of these Terms.
- D. Severance. If any part of the Terms is held by a court of competent jurisdiction to be invalid or unenforceable, the invalid or unenforceable part will be given effect to the greatest extent possible and the remainder will remain in full force and effect, provided that the allocation of risks described herein is given effect to the fullest extent possible.
- E. No Assignment. These Terms are personal to You and You may not transfer, assign or delegate these Terms to anyone without Our express written permission. Any attempt by You to assign, transfer or delegate these Terms without Our express written permission will be null and void. We shall have the right to transfer, assign and/or delegate these Terms to one or more third-parties without Your permission.
- F. Jurisdiction; Choice of Law; Export Limitations. The Site is controlled and operated by Us from offices within the United States of America. You are responsible for compliance with applicable local laws. You may not use or export anything from the Site in violation of U.S. export laws and regulations, other applicable laws or regulations, or the Terms. These Terms and all performances and claims of every nature (including without limitation, contract, tort and strict liability) relating in any way to any aspect of the Site will be governed by the laws of the State of New York, USA, without regard to any conflicts of laws principles that would result in the application of the law of a different jurisdiction. You agree to submit to the personal and exclusive jurisdiction of the courts located within the State of New York, USA.
- G. Limitations on Actions. Any action concerning any dispute You may have with respect to the Site must be commenced within one year after the dispute arises, or the cause of action is barred.

- H. Paragraph Headings. The paragraph headings in these Terms are included to help make these Terms easier to read and have no binding effect.
- I. Entire Agreement. These Terms (including terms incorporated into them (e.g., the Privacy Statement)), as well as any additional terms or conditions contained on the Site for particular activities, and disclosures provided by Us and consents provided by You on the Site comprise the entire agreement (the "Entire Agreement") between You and Us with respect to the use of the Site and supersedes all prior agreements between the parties regarding the subject matter contained herein, and neither party has relied on any representations made by the other that are not expressly set forth in the Entire Agreement.
- J. No Waiver. Our failure to exercise or enforce any right or provision of these Terms, including any failure to act with respect to a breach, will not constitute a waiver of such right or provision or Our right to act with respect to subsequent or similar breaches. We suggest that You print out a copy of these Terms for Your records.