

TERMS OF USE

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We may periodically audit your Use of the Site. In the event we conclude that your Use is in violation of this Contract, we may block your access at any time, and without notice. This remedy is in addition to any other remedy available at law, the exercise of which shall be undertaken at our sole discretion.

We RESERVE THE RIGHT TO CHANGE AND/OR AMEND THESE TERMS AND CONDITIONS AT ANY TIME. We are not obligated to provide you with advance notice.

This Contract does not alter in any way the terms and conditions of any other contract you may already have with us.

CONTENTS

ACCURATE INFORMATION & ACCOUNT SECURITY

USE RESTRICTIONS

WARRANTY DISCLAIMER

LIMITATION OF LIABILITY

INDEMNIFICATION

TRANSMISSIONS

ENTIRE CONTRACT

MISCELLANEOUS & GOVERNING LAW

ACCURATE INFORMATION & ACCOUNT SECURITY

All the information that you provide in order to Use the Site is true, accurate, current, and complete. You will change any password immediately if you believe it may have been compromised or used without authorization. You also agree to immediately inform us of any breaches of security that you become aware of, such as loss, theft, or unauthorized disclosure or use of your username or password by contacting us at siteadmin@activar.com. Until we are so notified you will remain liable for any unauthorized access and use of your account.

USE RESTRICTIONS

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- B. Impersonate any person or entity, including, but not limited to, another employee (e.g., a colleague), an Activar employee, officer, director or agent, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- C. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any data transmitted through this Site or develop restricted or password-only access pages or images;
- D. Upload, post, email or otherwise transmit any data that infringes any patent, trademark, trade secret, copyright or other proprietary and/or confidentiality rights of any party;

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- F. Upload, post, email or otherwise transmit any data that contains malware.

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APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF CERTAIN WARRANTIES, SO ALL OR PART OF THIS DISCLAIMER OF WARRANTIES MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

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IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE RELEASED PARTIES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED, IN THE AGGREGATE, ONE HUNDRED DOLLARS (\$100.00).

This Site gives you specific legal rights and you may also have other rights which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow certain kinds of limitations or exclusions of liability, so the limitations and exclusions set out in this Contract may not apply to you. Other jurisdictions allow limitations and exclusions subject to certain conditions. In such a case the limitations and exclusions set out in this Contract shall apply to the fullest extent permitted by the laws of such applicable jurisdictions. Your statutory rights as a consumer, if any, are not affected by these provisions, and we do not seek to exclude or limit liability for fraudulent misrepresentation.

INDEMNIFICATION

You will indemnify and defend Activar from any loss, liability, claim, demand, damage or expense (including reasonable legal fees) asserted by any third party relating in any way to your Use or breach of this Contract. Any settlement you agree to shall not, under any circumstances, impose an unindemnified obligation on us without our prior explicit written consent. Without limiting the application of neither this section, nor any of its other rights under applicable law, Activar reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you.

TRANSMISSIONS

Any information you transmit to or post on this Site, by any means, will be treated as non-confidential.

ENTIRE CONTRACT

This Contract contains the entire understanding and agreement between you and Activar with respect to this Site and supersedes all previous communications, negotiations, and agreements, whether oral, written, or electronic, between you and Activar with respect to this Site and your Use of this Site.

MISCELLANEOUS & GOVERNING LAW

If any provision in this Contract is held by a court of competent jurisdiction to be invalid, then such provision shall be construed as nearly as possible to correspond with Activar's intentions and without prejudice to Activar as the drafter and the remaining provisions in the Contract shall remain unaffected. Our failure to exercise or enforce any right or provision of this Contract shall not constitute a waiver of such right or provision, unless previously and explicitly agreed to by us in writing. The section titles in this Contract are solely used for convenience and have no independent legal significance. This Contract may be assigned in whole or in part by us, but this Contract may not be assigned by you. This Contract shall be governed by and construed in accordance with the laws of the State of Minnesota, notwithstanding any conflict of laws provisions or rules. You unequivocally, irrevocably and unconditionally: (i) consent to the exclusive jurisdiction of the state and federal courts sitting in Hennepin County, Minnesota for any litigation or dispute arising out of relating to this Contract; (ii) agree to waive a trial by jury; (iii) agree not to commence any litigation arising out of relating to this Contract in any other jurisdiction; and (iv) agree not to plead or claim that such litigation is being brought in an inconvenient forum.