

## TERMS OF SERVICE

### INTRODUCTION

Welcome to the Date Night Challenge web site (the “Site”) and the Date Night Challenge application(s) that you can access through the Site (the “App”) are operated by Entertainment Technology Investments, Inc. (“ETI,” “we,” “our,” or “us”). Please read the following terms and conditions of service (“Terms”) carefully as they contain the legal terms and conditions that you agree to when you access and/or use the Site, the App and ETI services provided to you by ETI through the Site (the “Service”).

For the purposes of these Terms, “you” means you, the person using the Site, and, if applicable, the person that agrees to the Terms in Sections B and C when registering for an account.

. You and any persons that you authorize to use your account may be referred to in these Terms as the “User.”

BY ACCESSING OR USING ANY OF THE SERVICE OR THE APP YOU AGREE TO BE BOUND BY THE TERMS OF SECTION A AND SECTION C BELOW, WHICH CONTAIN PROVISIONS APPLICABLE TO ALL USERS OF THE SERVICE, INCLUDING CASUAL VISITORS TO THE SITE.

IF YOU CHOOSE TO REGISTER FOR AND CREATE AN ACCOUNT ON A SITE, YOU MUST ALSO READ AND AGREE TO BE BOUND BY THE TERMS SET FORTH IN SECTION B, IN ADDITION TO THE TERMS OF SECTION C, BY CLICKING ON THE “I ACCEPT” BUTTON SET FORTH AT THE END OF THESE TERMS. YOU ALSO ACKNOWLEDGE THAT YOUR SUBMISSION OF THE CREDIT CARD PAYMENT FORM SERVES AS YOUR AGREEMENT TO THESE TERMS.

In the case of inconsistencies between these Terms and information included in off-line materials (e.g., promotional materials and mailers), these Terms will always govern and take precedence.

### SECTION A. TERMS APPLICABLE TO UNREGISTERED USERS OF THE SITE

- 1. Availability.** ETI uses reasonable efforts to ensure that the Service is available 24 hours a day, 7 days a week. However, there will be occasions when the Service will be interrupted for maintenance, upgrades and emergency repairs or due to failure of telecommunications links and equipment that are beyond the control of ETI. ETI will use reasonable commercial efforts to minimize such disruption where it is within the reasonable control of ETI. You agree that ETI shall not be liable to you for any modification, suspension or discontinuance of the Service. YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED “AS-IS” WITHOUT ANY WARRANTY OF ANY KIND. You are responsible for obtaining access to any Service and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.
- 2. Trademarks.** All brand, product and service names used in the Service which identify ETI are proprietary marks of ETI. All brand, product and service names used in the Service which identify third parties and their products and Service are proprietary marks of such third parties. Nothing in the Service shall be deemed to confer on any person any license or right on the part of ETI or any third party with respect to any such image, logo or name.
- 3. Copyright.** Unless otherwise stated in these Terms or on the Site, ETI is the owner of all copyright and database rights in the Service and its contents. You may not publish, distribute, extract, reuse or reproduce any such content in any material form (including photocopying or storing it in any medium by electronic means) other than in accordance with these Terms.
- 4. External Links.** From time to time ETI may provide links that will take you to third party website. These links are provided for your convenience only. If you decide to access linked website you do so at your own risk. ETI does not endorse or take responsibility for the content on other website or the availability of other website and you agree that ETI is not liable for any loss or damage that you may suffer by using other website.
- 5. Amendment of Terms.** We reserve the right to amend these Terms agreed to by you from time to time without notice. Your continued use of the Site constitutes acceptance of any amendments, additions, or modifications to these Terms.
- 6. Contact.** Any questions, comments or suggestions, including any report of violation of these Terms should be provided to the Administrator as follows:

By E-mail: [\[palmbeach@datenightchallenge.com\]](mailto:palmbeach@datenightchallenge.com)

### SECTION B. TERMS APPLICABLE TO REGISTERED USERS OF THE SITE

- 1. Registration.** In consideration of your use of the Service, you represent and certify that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdictions. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service’s registration form (such information being the “User Data”) and (b) maintain and promptly update the User Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). To register as a User of the Service you must be 18 years or over. Minor children under the age of 18 who wish to access the Service must obtain permission from their parents and their parents must agree to these Terms. Please remember that the Service is designed to appeal to a broad audience. Accordingly, as the legal guardian, it is your

responsibility to determine whether any of the Service and/or Content (as defined in Section 5 below) are appropriate and inappropriate for your child.

2. **Amendment of Terms.** You agree that ETI retains the right to amend these Terms and the Site, including service offerings and prices at any time, for any reason, and without notice, and the right to terminate the Site or any part of any of the Site. You agree to review the posting of these Terms <http://www.datenightchallenge.com/palmbeach/> periodically to be aware of such changes. Your continued use of a Site constitutes acceptance of any amendments, additions, or modifications to these Terms. Any amendments or modifications made by ETI shall be prospective only. You will be bound by all such modifications, whether or not you have notice thereof. If you have created an account, we shall notify you of any material changes to these Terms by email sent to the address you have provided to us for your account. If you continue to use the Service once you have been notified of the changes to these Terms, you will be deemed to have accepted those changes.
3. **Access and Use Rights.** ETI grants you a personal, limited, revocable, non-exclusive and non-transferable right to access and use the Site and Service, and, if applicable the App. These rights are exclusive to you and you may not sublicense the use of the Site or the App. ETI expressly retains all ownership rights, title and interest in and to all aspects of any the App (and any other software), Service and the Site, including, but not limited to, all current and future patents, copyrights, trademarks, trade secrets, know-how, and other proprietary rights included or embodied in the Site. You may not modify the Site nor the App, create derivative works of the Site or the App, or reverse engineer, reverse compile, reverse assemble or do any other operation with the Site or the App that would reveal any source code, trade secrets, know-how or other proprietary information. These rights shall not be construed or interpreted as granting or providing rights to you to use, reproduce, modify, distribute, perform, display, possess or control the source code or any other aspect of the Site or the App. You may not remove or modify any notice of confidentiality, trade secret, trademark or copyright encoded or embodied in the Site or displayed by, on, or in the Site. You may use the Site and the App only while these Terms remain in effect. Under no circumstances shall you have any rights of any kind in or to the Site or the App after any termination or expiration of your agreement to these Terms for any reason.
4. **Password.** You will create a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify ETI 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. ETI cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.
5. **Copyright in Your Content.** ETI does not claim ownership rights in any information, data, text, software, music, sound, photographs, graphics, video, messages, or other materials or content you make available or use in connection with the Site and the Service or use in connection with your account ("Content"). By submitting your Content and accepting the consideration set forth in these Terms, as consideration for our permitting you to use the Site and the Service, you unconditionally grant to ETI a non-exclusive, perpetual, irrevocable, worldwide, fully-paid, transferable right and license, with the right to sublicense through multiple levels of sublicensees, under all of your intellectual property rights in the Content, to (a) reproduce, create derivative works of, distribute, publicly perform, publicly display, digitally transmit, and otherwise use the Content in any medium or format, whether now known or hereafter discovered and (b) exercise any and all other present or future rights in the Content. You remain the owner of all Content that you submit to the Service and as a condition to your use of the Site and the Service, you represent and warrant to ETI that you are the owner of the copyright to the Content you submit to the Service or that you have written permission from the copyright owner to submit such Content. In addition, you warrant that all moral rights in any Content have been waived. You agree to indemnify and hold ETI harmless for any violation of this provision.
6. **Submissions.**
  - 6.1 If applicable, you may place Content on the Site only in accordance with the following limitations. You may NOT place or store any of the following material on the Site or obtain any such material using the Site:
    - (a) Any threatening, obscene, pornographic or profane material or any other material that could give rise to any civil or criminal liability under applicable law;
    - (b) Any material that could infringe rights of privacy, publicity or copyrights without the permission of the owner of these rights and the persons (or their parents or legal guardians, where applicable) whose likenesses are displayed in the material; or
    - (c) Any material sent from an anonymous or false address.
  - 6.2 While ETI does not and cannot review all material on the Site, and is not responsible for its content, ETI reserves the right to remove, delete, move, or edit Content that it, in its sole discretion, deems abusive, defamatory, obscene, in violation of the law, including but not limited to copyright or trademark law, or otherwise unacceptable. ETI will not be liable for the Content of any submission. You agree to indemnify and hold ETI harmless for any violation of this provision.
7. **Pricing and Payment.** The Service can currently be accessed as a free-to-the-user service.
8. **Third Party Software and Linking.** Although we may make software, hyperlinks, and other products of third-party companies available to you, your use of such products is subject to the respective terms and conditions imposed by the third party owning, manufacturing or distributing such products, and the agreement for your use will be between you and such

third party. ETI makes no warranty with regard to the products or web site of any other entity. ETI has no control over the content or availability of any third-party software or web site. In particular, (a) ETI makes no warranty that any third-party software you download or web site you visit will be free of any contaminating or destructive code, such as viruses, worms or Trojan horses and (b) ETI notifies you that it is your responsibility to become familiar with any web site's privacy and other policies and terms of service, and to contact that site's webmaster or site administrator with any concerns.

9. **Monitoring of Content.** You acknowledge, consent and agree that ETI may access, preserve, and disclose your account information if required to do so by law or in a good faith belief that such access 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; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of ETI, its users and the public.
10. **Suspension and Termination of Access and Membership.** ETI reserves the right to suspend or terminate your account and use of the Site, at any time, without notice, for any reason, including but not limited to the following:
  - Breach of these Terms, including policies or guidelines set forth by ETI elsewhere;
  - Conduct that ETI believes is harmful to other users of the Service or the business of ETI or other third party information providers (including slowing down the servers and affecting other users).

Further, you agree that ETI shall not be liable to you or any third party for any termination of your access to the Site. ETI reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that ETI shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

11. **Privacy.** It is the policy of ETI to respect the privacy of individuals who visit the web site, create accounts and/or provide comments to us. We collect addresses, names and other identifying and contact information from users of the Site in order to correspond with customers about any questions relating to the Service. Occasionally we may use this information to send users information about specials and promotions that we may be passing along to customers. You may choose not to receive this information by updating your account profile and de-selecting the option to receive specials and promotions. We may also collect identifying information about you through a log of all traffic on our web site and aggregate that information into site functionality data. Our purpose for collecting the information is to analyze the use of our web site and improve its format and functionality. We may on occasion provide aggregate demographical information about web site users or purchasers to third parties, such as suppliers or advertisers, but currently such information does not identify specific individuals. We do not currently use any personally identifiable information for any purpose other than those we have described here; for example, we do not sell or rent any personally identifiable information about our users to any third party. ETI does reserve the right to provide user information to third parties when required to comply with U.S. law or legal procedure, to protect ETI or its users' rights or property and in emergency situations if physical safety or health is at issue. Registration data and certain other information about you is subject to our Privacy Policy located at [palmbeach@datenightchallenge.com](mailto:palmbeach@datenightchallenge.com).
12. **Disclaimer of Third Party Actions.** You acknowledge that ETI does not and cannot control the flow of data to or from the Service or within any portion of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or omissions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). Although ETI will use commercially reasonable efforts to take actions it deems appropriate to remedy and avoid such events with respect to your use of the Service, ETI cannot guarantee that such events will not occur. Accordingly, ETI disclaims any and all liability resulting from, or related to, such events.
13. **Representations and Warranties by You.** Your understand and acknowledges that all of your rights to use and access the third party services, sites and materials and receive data arise from the third parties' services and applicable agreements to which you must agree ("Third Party Agreements"). Accordingly, you represent and warrant that: (a) that you shall comply with and shall not violate any Third Party Agreements; and (b) that you will not violate any applicable law or regulation, or cause a breach of any agreement with any third party, in connection with the performance of its obligations and use of the Services. In the event of any breach of any of the foregoing warranties, in addition to any other remedies available at law or in equity, ETI shall have the right to immediately suspend any of the Services in order to prevent harm to ETI or its business and to limit any potential liability. If practicable, ETI may provide notice and opportunity to cure. Once cured, in ETI's discretion, ETI will use reasonable efforts promptly restore the Services. You agree to indemnify and hold ETI harmless for any liability arising from or related to your breach of the foregoing warranties.
14. **Disclaimer of Warranty.** THE SERVICE AVAILABLE THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN PARTICULAR, ETI MAKES NO WARRANTY THAT THE SITE OR THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE, THAT THE SITE OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, THAT THE SITE, INCLUDING THE SERVICE WILL BE AVAILABLE, OR THAT DATA ARE SECURE FROM UNAUTHORIZED ACCESS. ETI MAKES NO WARRANTY REGARDING ANY SOFTWARE, GOODS, SERVICE, PROMOTIONS, OR THE DELIVERY OF ANY GOODS OR SERVICE, PURCHASED, ACCESSED OR OBTAINED THROUGH THE SITE OR ADVERTISED THROUGH THE SITE. NO ADVICE OR INFORMATION GIVEN BY ETI, ITS EMPLOYEES OR AFFILIATES SHALL CREATE A WARRANTY. IN ADDITION, ETI DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION

ACCESSIBLE VIA THE SITE IS ACCURATE, COMPLETE OR CURRENT OR WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS.

## **SECTION C. TERMS APPLICABLE TO REGISTERED AND UNREGISTERED USERS OF THE SITE**

### **1. Rules of Conduct**

**1.1** The following Rules of Conduct apply to the Site. By using any of the Site, you agree that you will not distribute any Content that:

- (a)** is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person; is bigoted, hateful, or racially or otherwise offensive; is violent, vulgar, obscene, pornographic or otherwise sexually explicit; or otherwise harms or can reasonably be expected to harm any person or entity;
- (b)** is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them, including a submission that is, or represents an attempt to engage in, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, drug dealing and/or drug abuse, harassment, theft, or conspiracy to commit any criminal activity;
- (c)** infringes or violates any right of a third party including: (i) copyright, patent, trademark, trade secret or other proprietary or contractual rights; (ii) right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity; or (iii) any confidentiality obligation;
- (d)** is commercial, business-related or advertises or offers to sell any products, services or otherwise (whether or not for profit), or solicits others (including solicitations for contributions or donations);
- (e)** contains a virus or other harmful component, or otherwise tampers with, impairs or damages the Site or any connected network, or otherwise interferes with any person or entity's use or enjoyment of the Site;
- (f)** does not generally pertain to the designated topic or theme of the Site;
- (g)** violates any specific restrictions applicable to a public forum, including its age restrictions and procedures; or
- (h)** is antisocial, disruptive, or destructive, including "flaming," "spamming," "flooding," "trolling," and "griefing" as those terms are commonly understood and used on the Internet.

**1.2** You expressly agree that you are solely responsible for any and all acts and omissions that occur under your account or password, and you agree not to engage in any unacceptable uses of the Service, which include, without limitation, use of the Service to:

- (a)** register for the Site and the Service if you have not acknowledged reading and agreed to abide by these Terms and the Privacy Policy;
- (b)** interfere, disrupt or attempt to gain unauthorized access to other accounts on the Site or any other computer network;
- (c)** use the Site or the Service in connection with any commercial endeavors;
- (d)** post your personal information such as instant messaging addresses, personal URLs, physical addresses and phone numbers in any publicly viewable areas of the Site;
- (e)** post or give out any financial information or transmit electronically or physically any money to other Users;
- (f)** create user accounts by automated means or under fraudulent or false pretenses;
- (g)** create or transmit unsolicited electronic communications such as spam to Users or promote any products or services;
- (h)** submit or upload any type of material that is unlawful, harmful, hateful, threatening, abusive, harassing, defamatory, offensive, obscene, pornographic, lewd, lascivious, or otherwise objectionable, as determined by ETI;
- (i)** submit or upload any content for which you do not own all applicable rights or that infringes the proprietary rights of other parties;
- (j)** submit, engage in or upload any type of competitions or content that can cause physical or mental harm to the participants or visitors to the Site;
- (k)** harass, threaten or intentionally embarrass or cause harm or distress to another person or group;
- (l)** collect and publish any information about any of our Users;
- (m)** adapt, modify or reverse engineer any portion of the Service or the Site;
- (n)** use any spider, robot, retrieval application, or any other device to retrieve any portion of the Site;
- (o)** reformat any of the pages that are part of the Site;
- (p)** disseminate, store or transmit viruses, worms, Trojan horses or other malicious code or program;
- (q)** encourage conduct that would constitute a criminal or civil offense;

- (r) violate any applicable federal, state, local or international law or regulation;
- (s) exploit anyone under 18 years of age;
- (t) invade the privacy of any person, including but not limited to submitting personally identifying or otherwise private information about a person without their consent (or their parent's consent in the case of a child under 13 years of age);
- (u) solicit personal information from a child under 13 years of age;
- (v) submit false or misleading information to ETI, the Site or other Users; or
- (w) engage in any other activity deemed by ETI to be in conflict with the spirit of these Terms and the Privacy Policy.

**1.3** We cannot and do not assure that other Users are or will be complying with the foregoing rules of conduct or any other provisions of these Terms, and, as between you and us, you hereby assume all risk of harm or injury resulting from any such lack of compliance.

**2. Copyright, Other Proprietary and Privacy Protection for Other Users' Content on the Site.** ETI hereby notifies you that all the information, content, image files, software and materials on the Site may be protected by U.S. and international copyright and other intellectual property laws and by other applicable laws, including privacy laws. You understand that ETI is unable to provide you with permission to copy display or distribute material for which you do not own the copyright or other intellectual property rights. You may not copy or distribute such material without the written consent of the owner, and you are solely responsible for any copyright or other intellectual property law violations that you may incur as a result of your activities on the Site. ETI has the absolute right to terminate your account or exclude you from any Site if you use our Service to violate the intellectual property rights or other rights of third parties. You agree to indemnify and hold ETI harmless for any violation of this provision.

### **3. Limitation of Liability.**

**3.1** YOU ACKNOWLEDGE, BY YOUR USE OF ANY OF THE SITE OR SERVICE, THAT YOUR USE OF THE SITE OR SERVICE AND ANY RELIANCE UPON EITHER IS AT YOUR SOLE RISK, THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH YOUR USE OF THE SITE OR SERVICE. YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL ETI BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, IMAGES, DATA OR OTHER INTANGIBLES, EVEN IF ETI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, THAT RESULT FROM THE USE OR THE INABILITY TO USE THE SITE OR THE SERVICE, FROM ANY CHANGES TO THE SITE OR THE SERVICE OR FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. YOU SPECIFICALLY ACKNOWLEDGE THAT DOWN-TIME AND COMPUTER VIRUSES ARE RISKS INHERENT IN THE USE OF THE INTERNET AND SOFTWARE PRODUCTS, AND YOU AGREE TO ASSUME RESPONSIBILITY FOR ANY HARM OR DAMAGES OF ANY KIND OR CHARACTER WHATSOEVER RESULTING FROM THESE POSSIBLE HARMS. YOU ALSO SPECIFICALLY ACKNOWLEDGE THAT YOU MAY BE DISCLOSING SENSITIVE, PRIVATE AND CONFIDENTIAL INFORMATION ABOUT YOURSELF IN YOUR USE OF THE SITE AND THE SERVICE AND YOU AGREE TO ASSUME RESPONSIBILITY FOR ANY HARM OR DAMAGES OF ANY KIND OR CHARACTER WHATSOEVER RESULTING FROM YOUR RELEASE OF SUCH CONTENT.

**3.2** IF YOU ARE DISSATISFIED WITH THE SITE OR THE SERVICE OR WITH ANY OF THESE TERMS, OR FEEL ETI HAS BREACHED THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND THE SERVICE. THE TOTAL LIABILITY OF ETI TO YOU FOR ANY CLAIM ARISING FROM OR RELATING TO THESE TERMS OR USE OF THE SITE OR THE SERVICE SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE SERVICE. IT IS THE INTENTION OF YOU AND ETI THAT THIS PROVISION BE CONSTRUED BY A COURT AS BEING THE BROADEST LIMITATION OF LIABILITY CONSISTENT WITH APPLICABLE LAW.

**3.3** SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL, CONSEQUENTIAL OR OTHER TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### **4. General.**

**4.1 Applicable Law and Jurisdiction.** You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Site or the Service or these Terms must be brought, if at all, within one year from the accrual of the claim or cause of action or be forever barred. You and ETI agree that these Terms and any claims hereunder shall be governed by and subject to the laws of the state of Colorado, without giving effect to any principles of conflicts of law. You agree to personal jurisdiction by and venue in the state courts in Boulder, Colorado and the federal courts in Denver, Colorado.

**4.2 No Resale of Services.** You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

**4.3 Independent Contractors.** No joint venture, partnership, employment, or agency relationship exists between you and ETI as a result of these Terms or use of the Site or the Service.

- 4.4 Enforcement.** If any legal action is brought to enforce these Terms, the prevailing party will be entitled to reimbursement of its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive from the other party.
- 4.5 Force Majeure.** ETI will not be liable by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond ETI's reasonable control.
- 4.6 Waiver.** The failure of ETI to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by ETI in writing.
- 4.7 Construction.** The headings of Sections of these Terms are for convenience and are not to be used in interpretation.
- 4.8 Entire Agreement.** These Terms constitute the entire agreement between you and ETI and govern your use of the Site and the Service, superseding any prior agreements between you and ETI. The failure of ETI to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, you and ETI nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms shall remain in full force and effect.

**BY CLICKING ON THE "ACCEPT" BUTTON BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO ANY OF THESE TERMS, ETI IS UNWILLING TO PROVIDE SERVICES TO YOU, AND YOU SHOULD CLICK ON THE "DO NOT ACCEPT" BUTTON BELOW TO DISCONTINUE THE REGISTRATION PROCESS.**