**These Terms and Conditions were last revised and are effective as of December 1, 2015.**

**DELESIN.COM TERMS AND CONDITIONS**

Welcome to www.delesin.com. The following Terms and Conditions apply to all users of www.delesin.com and its associated websites and services (collectively, the "Delesin Site"), which is owned and operated by Delesin ("Delesin," “us” or “we”). The Terms (as defined below) for the Delesin Site represent a legally binding agreement between you, an individual user or a single entity (collectively or individually "Users"), and Delesin regarding your use of the Delesin Site. Together, Users and Delesin are each referred to herein individually as a "Party" or collectively as the "Parties". When using the Delesin Site, you will be subject to any additional posted guidelines or rules applicable to specific services and features which may be posted from time to time on the Delesin Site (the "Guidelines"). All Guidelines are hereby incorporated by reference into these Terms and Conditions.

BEFORE USING THE DELESIN SITE, PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. BY REGISTERING FOR AND/OR ACCESSING, BROWSING, OR USING THE DELESIN SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS, INCLUDING THE GUIDELINES, AND ANY FUTURE MODIFICATIONS (COLLECTIVELY, THE "TERMS AND CONDITIONS" OR "TERMS"). IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY TERMINATE YOUR USE OF THE DELESIN SITE.

1. **Eligibility.** In order to use the Delesin Site, you must either be the age of majority in your jurisdiction, an emancipated minor, or be over the age of 13 and possess legal parental or guardian consent, and fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these Terms and to abide by and comply with these Terms. You represent that you meet the eligibility requirements in this Section. You also affirm that you are over the age of 13, as the Delesin Site is not intended for children under the age of 13.

2. **Privacy Notice.** Your privacy is important to Delesin. Delesin's Privacy Policy is hereby incorporated into these Terms by reference. Please read the privacy policy carefully for information relating to Delesin's collection, use, and disclosure of your personal information.

3. **Modification of the Terms.** Delesin reserves the right, at our discretion, to change, modify, add, or remove portions of these Terms at any time for any reason, and we may notify you of such changes through any of a variety of means, including a change to the "Last Updated" date set forth above and other reasonable means to be determined at our discretion. All changes shall be effective immediately. In the event of a material change that may directly affect your account, we will notify you via the most recent e-mail address that you have provided to us in conjunction with your account. Please check these Terms periodically for changes. Your continued use of the Delesin Site after the posting of changes constitutes your binding acceptance of such changes.

4. **Delesin Site Access and Linking.** Delesin grants you permission to use the Delesin Site as set forth in these Terms, provided that and for so long as (i) you use the Delesin Site solely for your personal use; (ii) except as expressly permitted in these Terms, you do not download, reproduce, redistribute, retransmit, publish, resell, distribute, publicly display or otherwise exploit any portion of the Delesin Site in any medium without Delesin's prior written authorization; (iii) you do not alter or modify any part of the Delesin Site other than as may be reasonably necessary to use the Delesin Site for its intended purposes; (iv) you do not engage in any of the prohibited uses described in paragraph 10 below; and (v) you otherwise fully comply with these Terms. The Delesin Site is controlled and offered by Delesin from its facilities in the United States of America. Delesin makes no representations that the Delesin Site is appropriate or available for use in other locations. If you are accessing or using the Delesin Site from other jurisdictions, you do so at your own risk and you are responsible for compliance with local law.

5. **Ownership; Proprietary Rights.**

(a) General. The Delesin Site including the Professional Portfolio Services (as defined below) and any other content, visual interfaces, interactive features, audio, video, audio-visual material, information, graphics, design, compilation, computer code, products, software, services, proprietary information, service marks, trademarks, trade names, distinctive information such as logos, the selection, sequence, “look and feel” and arrangement of items, and all other elements of the Delesin Site that are provided by Delesin ("Delesin Materials") are owned and/or licensed by Delesin, and are legally protected, without limitation, under U.S. federal and state laws and regulations, as well as applicable foreign laws, regulations and treaties. Delesin Materials include data and information provided by Data Providers (as defined below), but do not include Non-Delesin Content (as defined below). Except as expressly authorized by Delesin, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Delesin Site or the Delesin Materials. Delesin reserves all rights not expressly granted in these Terms. You shall not acquire any right, title, or interest to the Delesin Materials, except for the limited rights expressly set forth in these Terms.

(b) Apps and Other Downloadable Software. If any of the Delesin Materials that we make available to you is software capable of being downloaded, then the software and all files, images and data relating to the software will be licensed to you by us. This license is a personal, limited, non-transferable, non-sublicensable, revocable license, and we reserve the right to alter or revoke the license at any time by providing notice to you. Upon receiving notice of revocation, you must destroy all copies of the software in your possession and/or residing on systems under your control. You do not own the downloaded software, and we do not transfer ownership of the software to you. We retain full ownership of and title to the downloaded software and all intellectual property rights related to the software. You may not redistribute, sell, decompile, reverse engineer, disassemble, or otherwise reduce the software to a human-perceivable form. Software that is downloaded from the Delesin Site is subject to United States export control laws. If you download software from the Delesin Site, you represent and warrant to us that you are not acting in violation of those laws.

(c) Among other services offered on the Delesin Site is access to and use of Delesin’s Professional Portfolio Services tool (the “Professional Portfolio Services”). In order to access and use the Professional Portfolio Services, you must take a subscription by registering and establishing a password-protected User account, which you can do at the Professional Portfolio Services registration page. You acknowledge and agree that the Professional Portfolio Services and its functionality is confidential and proprietary and that it constitutes a valuable trade secret of Delesin. You may make a limited number of “screen shot” copies of the Professional Portfolio Services for your personal use, provided such copies retain all copyright and other proprietary notices set forth on the Professional Portfolio Services and further provided you use commercially reasonable efforts to maintain such copies in confidence. You agree not to (i) disclose or describe the Professional Portfolio Services and its features and functionality to others, (ii) make copies of the Professional Portfolio Services (except as expressly authorized above), or (iii) otherwise publicly disclose or describe the Professional Portfolio Services, its features or functionality. Data you input to the Professional Portfolio Services is your property and will not be shared by Delesin with any third party, except that we may disclose such data: (a) to comply with laws or to respond to subpoenas, court orders, warrants or other legal demands or to establish or defend Delesin from legal claims; (b) to protect and defend our rights or property, you, or third parties from fraud, abuse or violations of the Terms or illegal acts; (c) to protect the safety or integrity of Delesin, its Users, the public or other parties as it is deemed appropriate, in our sole discretion; or (d) in a merger, acquisition, change of control, joint venture or other business combination. You hereby consent to our sharing your data under these circumstances. If you terminate your use of the Professional Portfolio Services, you may specifically notify Delesin in writing regarding the termination of your use of the Professional Portfolio Services and request that we delete data you have input to the Professional Portfolio Services, in which case we shall use commercially reasonable efforts to delete such data within a reasonable period of time, but we shall not be obligated to in fact cause all copies of your data to be forensically scrubbed or otherwise permanently deleted from all data storage devices under our control.

6. **User Content.**

(a) General. The Delesin Site may now or in the future permit you and other Users to post or link media, text, audio and video recordings, photos, graphics, commentary or other information or content ("User Content"), and to host and/or share such User Content. User Content is not controlled by Delesin. Delesin makes no representations that your User Content will remain available via the Delesin Site in any way. We may remove your User Content at our sole discretion. User Content does not include data you input to the Professional Portfolio Services. YOU UNDERSTAND THAT ANY USER CONTENT THAT YOU POST FOR VIEWING ON THE DELESIN SITE IS MADE PUBLICLY AVAILABLE TO USERS OF THE DELESIN SITE, AND DELESIN DOES NOT GUARANTEE ANY CONFIDENTIALITY WITH RESPECT TO ANY SUCH USER CONTENT, NOR DOES IT GUARANTEE THAT YOUR INTELLECTUAL OR PROPRIETARY RIGHTS IN SUCH USER CONTENT WILL NOT BE INFRINGED OR MISAPPROPRIATED.

(b) Grant of Rights. By submitting User Content to Delesin, you hereby grant Delesin and its affiliates a worldwide, non-exclusive, fully paid-up, royalty-free, , transferable license, with the right to grant and authorize sublicenses, to use, reproduce, distribute, modify, adapt, translate, prepare derivative works of, display, perform, and otherwise exploit your User Content in connection with the Delesin Site and Delesin's (and its successor's, transferees', sublicensees' and their respective affiliates') business, including without limitation for promoting and redistributing part or all of the Delesin Site (and derivative works thereof) in any media formats and through any media channels or through merchandising. You grant Delesin and its affiliates, transferees and sublicensees (and their respective affiliates) the right to use the name that you submit in connection with such User Content if they choose. You also agree to irrevocably waive (and cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content. You also hereby grant to each User of the Delesin Site a non-exclusive license to access your User Content through the Delesin Site, and to use, reproduce, distribute, modify, adapt, translate, prepare derivative works of, display, and perform such User Content as permitted by the functionality of the Delesin Site and these Terms**.** The above licenses granted by you in User Content you submit to the Delesin Site shall be perpetual and irrevocable, except that with respect to any User Content that you have removed or deleted while maintaining your Delesin Site user account, or any User Content following any deactivation or deletion of your Delesin Site user account, you may specifically notify Delesin regarding the termination of the foregoing license from you to Delesin, specifically identifying the item(s) of User Content to which such termination applies, in which case the foregoing license will terminate within a commercially reasonable time after you provide such notice to Delesin. You understand and agree, however, that even following such termination, Delesin may retain, but not display or perform, server copies of such User Content. Notwithstanding anything to the contrary herein, the above licenses granted by you in user comments you submit are perpetual and irrevocable.

(c) Your Representations and Warranties Regarding User Content. You shall be solely responsible for your own User Content and the consequences of posting such Content. In connection with User Content, you affirm, represent, and/or warrant that: (i) you own, or have the necessary licenses, rights, consents, and permissions to use and authorize Delesin to use, all patent, trademark, copyright, or other proprietary rights in and to any and all User Content to enable inclusion and use of User Content in the manner contemplated by Delesin and these Terms, and to grant the rights and license set forth in this Section, and (ii) your User Content, Delesin's use of such User Content pursuant to these Terms, and Delesin's exercise of the license rights set forth in this Section, do not and will not: (A) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (B) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (C) violate any applicable law or regulation.

(d) Prohibited Uses of User Content. Except as otherwise permitted by these Terms, in connection with your User Content, you further agree that you will not publish, post, submit, transmit through or otherwise make available to the Delesin Site : (i) any falsehoods or misrepresentations that could damage Delesin or any third party; (iii) any material which is unlawful, defamatory, libelous, slanderous, pornographic, obscene, abusive, profane, vulgar, sexually explicit, threatening, harassing, harmful, hateful, racially or ethnically offensive or otherwise objectionable, or which encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law or any right of privacy or publicity, or is otherwise inappropriate; (iv) advertisements or solicitations of business, products, or services; or (v) any material that would be harmful to minors in any manner.

(e) No Responsibility for User Content. With the exception of the limited license granted above, we do not obtain or control any rights in, and do not exert editorial control over, User Content. Nothing herein obligates us to verify, and we have not necessarily verified, the representations and warranties made by Users with respect to such User Content.

7. **Non-Delesin** **Content Disclaimer**. You understand that when using the Delesin Site you will be exposed to User Content, advertising and other third party content (together, the "Non-Delesin Content") from a variety of sources, and that you may be exposed to Non-Delesin Content that is inaccurate, offensive, indecent, or otherwise objectionable. Delesin does not endorse any Non-Delesin Content or any opinion, recommendation, or advice expressed therein. Under no circumstances will Delesin be liable in any way for or in connection with the Non-Delesin Content, including, but not limited to, for any inaccuracies, errors or omissions in any Non-Delesin Content, any intellectual property infringement or misappropriation with regard to any Non-Delesin Content, or for any loss or damage of any kind incurred as a result of the use of any Non- Delesin Content posted, emailed or otherwise displayed or transmitted through the Delesin Site.

8. **Non-Monitoring of Users and Non-Delesin Content.** You understand that you, and not Delesin, are entirely responsible for all User Content that you upload, post, e-mail, transmit or otherwise make available through the Delesin Site. Delesin does not control Non-Delesin Content posted by Users or otherwise made available by other persons or entities and does not have any obligation to monitor such Non-Delesin Content for any purpose. If at any time Delesin chooses, in its sole discretion, to monitor the Non-Delesin Content, Delesin nonetheless assumes no responsibility for the Non-Delesin Content, no obligation to modify or remove any inappropriate Non-Delesin Content, no obligation to continue to monitor the Non-Delesin Content and no responsibility for the conduct of the User or other person or entity submitting any such Non-Delesin Content. You agree that you must evaluate, and bear all risks associated with the use of any User Content or other Non-Delesin Content, including any reliance on the accuracy, completeness, usefulness, non-infringement or legality of such User Content or other Non-Delesin Content.

9. **Removal of Non-Delesin Content.** Delesin and its designees shall have the right (but not the obligation) in their sole discretion to refuse to post or remove any Non-Delesin Content that is available on the Delesin Site in whole or in part at any time for any reason or no reason, with or without notice and with no liability of any kind.

10. **Prohibited Uses of the Delesin Site.**

(a) As a condition of your use of the Delesin Site, you hereby represent and warrant that you will not use the Delesin Site for any purpose that is unlawful or prohibited (including, without limitation, the prohibitions in this Section) by these Terms.

(b) Any use by you of any of the Delesin Materials and Delesin Site other than for your personal use is strictly prohibited. You agree not to reproduce, duplicate, copy, sell, trade, resell, distribute, or exploit any portion of the Delesin Site, use of the Delesin Site, access to the Delesin Site, or Non-Delesin Content obtained through the Delesin Site, for any purpose other than for your personal use.

(c) You agree not to use the Delesin Site if you do not meet the eligibility requirements described in Section 1 above.

(d) You agree not to defame, harass, abuse, threaten, stalk or defraud Users of the Delesin Site, or collect, or attempt to collect, personal information about Users or third parties without their consent.

(e) You agree not to intentionally interfere with or damage, impair or disable the operation of the Delesin Site or any User's enjoyment of it by any means, including but not limited to uploading or otherwise disseminating viruses, worms, spyware, adware, or other malicious code, or placing a disproportionate load on the Delesin Site with the intended result of denying service to other Users.

(f) You agree not to remove, circumvent, disable, damage or otherwise interfere with any security- related features of the Delesin Site, features that prevent or restrict the use or copying of any part of the Delesin Site, or features that enforce limitations on the use of the Delesin Site.

(g) You agree not to attempt to gain unauthorized access to the Delesin Site or any part of it, other accounts, computer systems or networks connected to the Delesin Site or any part of it, through hacking, password mining or any other means or interfere or attempt to interfere with the proper working of the Delesin Site or any activities conducted through the Delesin Site.

(h) You agree not to obtain or attempt to obtain any materials or information through any means not intentionally made available through the Delesin Site. You agree neither to modify the Delesin Site in any manner or form (other than contributing User Content as enabled by the Delesin Site’s functionality and in accordance with these Terms), nor to use modified versions of the Delesin Site, including (without limitation) for the purpose of obtaining unauthorized access to the Delesin Site.

(i) You agree that you will not use any robot, spider, scraper, or other automated means to access the Delesin Site for any purpose without our express prior written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Delesin Site.

(j) You agree not to utilize framing techniques to enclose any trademark, logo, or other Delesin Materials without our express prior written consent. You agree not to use any meta tags or any other "hidden text" utilizing Delesin's name or trademarks without Delesin's express prior written consent.

(k) You agree not to use any Delesin logos, graphics, or trademarks as part of the link without our express prior written consent.

(l) You agree not to make unsolicited offers, advertisements, proposals, or send junk mail or spam to other users of the Delesin Site. This includes, but is not limited to, unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures.

(m) You agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Delesin Site or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

(n) You agree not to modify, adapt, translate, or create derivative works based upon the Delesin Site or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

(o) You agree not to impersonate another person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.

Unauthorized or prohibited use of the Delesin Site or the Delesin Materials may subject you to civil liability, criminal prosecution, or both under federal, state and local laws.

11. **Account Information and Purchases.** In order to access some features of the Delesin Site, including the Professional Portfolio Services, you will have to create an account. You acknowledge, consent, and agree that Delesin may access, preserve and disclose your account information and User Content 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 the Terms; (c) respond to any claim that User Content violates the rights of third parties; (d) provide certain customized features of the Delesin Site to you, if any; (e) respond if you contact Delesin for any reason; or (f) protect the rights, property, or personal safety of Delesin, its other Users, and the public. You may cancel your account with us at any time by emailing info@delesin.com. We reserve the right to immediately terminate your account in our sole discretion, and without prior notice to you if, for example, you violate the Terms.

Some aspects of the Delesin Site may require you to pay a fee, the details of which are available in various areas of the Delesin Site that feature the ability to purchase products, features or services. You agree to pay all fees and applicable taxes incurred by you or anyone using your account. We may revise the pricing for products, services or features offered through the Delesin Site at any time. Unless otherwise noted, all currency references are in U.S. dollars. All fees and charges are payable in accordance with payment terms in effect at the time the fee or the charge becomes payable. If there is a dispute regarding payment of fees to, or products or services provided by, us, your account may be closed without warning or notice at our sole discretion. EXCEPT AS OTHERWISE SET FORTH IN ANY RETURN POLICY OR CANCELLATION POLICY APPLICABLE TO OUR FEE-BASED PRODUCTS, SERVICES OR FEATURES, YOU ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES AND OTHER CHARGES FOR FEE-BASED PRODUCTS, SERVICES OR FEATURES ARE NOT REFUNDABLE IN WHOLE OR IN PART. YOU ARE FULLY LIABLE FOR ALL CHARGES TO YOUR ACCOUNT, INCLUDING ANY UNAUTHORIZED CHARGES.

12. **Password.** If you register for the Professional Portfolio Services or other products or services offered on the Delesin Site, you will be asked to provide a password. As you will be responsible for all activities that occur under your password, you should keep your password confidential. You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft, or unauthorized disclosure or use of your account ID or password), you shall immediately notify Delesin. YOU ARE SOLELY LIABLE FOR LOSSES INCURRED BY YOU, DELESIN OR OTHERS DUE TO ANY UNAUTHORIZED USE OF YOUR ACCOUNT.

13. **Dealings with Advertisers and other Users.** Your correspondence or business dealings with, or participation in promotions of, advertisers and other Users found on or through the Delesin Site are solely between you and such advertiser or User. YOU AGREE THAT DELESIN WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS THE RESULT OF ANY SUCH DEALINGS OR AS THE RESULT OF THE PRESENCE OF SUCH ADVERTISERS OR USERS ON THE DELESIN SITE.

14. **Links and Third Party Websites.**

(a) Linking to the Delesin Site. You agree that if you include a link from any other web site to the Delesin Site, such link shall open in a new browser window and shall link to the full version of an HTML formatted page of the Delesin Site. You are not permitted to link directly to any image hosted on the Delesin Site, such as using an "in-line" linking method to cause the image hosted on the Delesin Site to be displayed on another web site. You agree not to download or use images hosted on the Delesin Site on another web site, for any purpose, including, without limitation, posting such images on another web site. You agree not to link from any other web site to the Delesin Site in any manner such that the Delesin Site, or any page of the Delesin Site, is "framed," surrounded or obfuscated by any third party content, materials or branding. We reserve all of our rights under the law to insist that any link to the Delesin Site be discontinued, and to revoke your right to link to the Delesin Site from any other web site at any time.

(b) Reference Sites. Delesin, Users and other third parties may provide links on the Delesin Site to other sites, including the content therein ("Reference Sites"). Delesin has no control over such Reference Sites or their content, and therefore makes no claim or representation regarding, and expressly disclaims responsibility for, the accuracy, quality, legality, nature, availability, or reliability of Reference Sites or other content linked to by the Delesin Site. Delesin provides links to you only as a convenience, and the inclusion of any link on the Delesin Site does not imply our affiliation, endorsement, or adoption of the linked Reference Site or other content or any information therein. If you choose to correspond or engage in transactions with any other person, organization or business found on or through the Delesin Site, you acknowledge and agree that we are not a party to, and will not be responsible for, your interaction with such person, organization or business, including its treatment of your information, your User Content, and/or the terms and conditions applicable to any transaction between you and such third party. You agree that we have no responsibility or liability for any loss or damage of any kind that you may suffer as the result of any such interaction or the presence of such person, organizations or businesses on the Delesin Site. ACCESS AND USE OF REFERENCE SITES, INCLUDING THE INFORMATION, CONTENT, MATERIAL, PRODUCTS, AND SERVICES ON REFERENCE SITES OR AVAILABLE THROUGH REFERENCE SITES, IS SOLELY AT YOUR OWN RISK. Our terms and policies do not govern your use of any site other than the Delesin Site. You should review applicable terms and policies, including the privacy and data gathering practices, of any Reference Sites.

(c) Purchases on Third Party Websites. The Delesin Site may permit you to make purchases of products or services through third party websites. The terms associated with your transactions for these services and or products are subject to the terms and conditions and privacy policies of the third party websites. If you have problems or questions regarding a transaction with a third party website, please contact the third party website directly.

15. **Service Availability.** Delesin may make changes to or discontinue any of the media, web communities, products, or services available within the Delesin Site at any time, and without notice. The media, products, or services on the Delesin Site may be out of date, and Delesin makes no commitment to update these materials on the Delesin Site.

16. **Feedback.** You agree that any feedback, analysis, suggestions and comments to Delesin provided by you (collectively, "Feedback") will become the property of Delesin. IN CONSIDERATION OF DELESIN PROVIDING ACCESS TO THE DELESIN SITE FREE OF CHARGE OR, IN THE CASE OF FEEDBACK PROVIDED USING FEATURES OF THE DELESIN SITE FOR WHICH YOU MUST PAY A FEE, THEN AS FURTHER CONSIDERATION FOR YOUR ACCESS TO SUCH FEATURES, USER HEREBY ASSIGNS TO DELESIN ALL RIGHT, TITLE AND INTEREST, INCLUDING ALL INTELLECTUAL PROPERTY RIGHTS, IN AND TO THE FEEDBACK. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, USER AGREES THAT DELESIN SHALL HAVE THE PERPETUAL, IRREVOCABLE AND WORLDWIDE RIGHT TO USE, COPY, DISPLAY, PERFORM, TRANSLATE, MODIFY, LICENSE, SUBLICENSE AND OTHERWISE EXPLOIT ALL OR PART OF THE FEEDBACK OR ANY DERIVATIVE THEREOF IN ANY EMBODIMENT, MANNER OR MEDIA NOW KNOWN OR HEREAFTER DEVISED WITHOUT ANY REMUNERATION, COMPENSATION OR CREDIT TO USER. User represents and warrants that User has the right to make the foregoing assignment and to grant to Delesin the rights granted under this Section 16 and that any Feedback which is provided by User to Delesin does not infringe any third-party intellectual property rights. Notwithstanding the foregoing assignment, Delesin grants to you a non-exclusive, non-transferable, non-sublicensable, world-wide, perpetual and irrevocable license to use the Feedback for your own personal, non-commercial purposes that do not compete, directly or indirectly, with our use of such Feedback.

17. **User Disagreements.** You are solely responsible for your involvement with other Users of the Delesin Site. Delesin reserves the right, but has no obligation, to monitor disagreements between you and other Users. DELESIN DISCLAIMS ALL LIABILITY RELATED TO ANY USER DISAGREEMENT.

18. **Terms and Conditions Violations; Termination.**

(a) Delesin. You agree that Delesin, in its sole discretion, may terminate any account (or any part thereof) you may have through the Delesin Site or your use of the Delesin Site, and remove and discard all or any part of your account or any User Content. You agree that your access to the Delesin Site or any account you may have or portion thereof may be terminated without prior notice, and you agree that Delesin shall not be liable to you or any third-party for any such termination. These remedies are in addition to any other remedies Delesin may have at law or in equity.

19. **INDEMNIFICATION; HOLD HARMLESS.** YOU AGREE TO INDEMNIFY AND HOLD HARMLESS DELESIN, AND ITS PARENT, SUBSIDIARIES, AFFILIATES, RELATED COMPANIES (INCLUDING THOSE WHICH SHARE SUBSTANTIALLY COMMON OWNERSHIP) AND THIRD PARTY SERVICES PROVIDERS AND SUPPLIERS (INCLUDING DATA PROVIDERS), AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF ANY OF THEM FROM ANY AND ALL CLAIMS, LOSSES, OBLIGATIONS, DAMAGES, LIABILITIES, COSTS, DEBT, AND EXPENSES (INCLUDING ATTORNEY'S FEES) ARISING OUT OF (I) YOUR USE OR MISUSE OF THE DELESIN SITE; (II) YOUR USER CONTENT, INCLUDING DELESIN'S USE, DISPLAY OR OTHER EXERCISE OF ITS LICENSE RIGHTS GRANTED HEREIN WITH RESPECT TO YOUR USER CONTENT; (III) YOUR VIOLATION OF THESE TERMS; (IV) YOUR VIOLATION OF THE RIGHTS OF ANY OTHER PERSON OR ENTITY, INCLUDING CLAIMS THAT ANY USER CONTENT INFRINGES OR VIOLATES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS; (V) YOUR BREACH OF THE FOREGOING REPRESENTATIONS, WARRANTIES, AND COVENANTS; AND (VI) ANY UNAUTHORIZED USE OF YOUR ACCOUNT NOT CAUSED BY DELESIN. DELESIN RESERVES THE RIGHT, AT YOUR EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER FOR WHICH YOU ARE REQUIRED TO INDEMNIFY US AND YOU AGREE TO COOPERATE WITH OUR DEFENSE OF THESE CLAIMS. YOU AGREE NOT TO SETTLE ANY MATTER GIVING RISE TO YOUR INDEMNIFICATION OBLIGATIONS WITHOUT THE PRIOR WRITTEN CONSENT OF DELESIN. DELESIN WILL USE REASONABLE EFFORTS TO NOTIFY YOU OF ANY SUCH CLAIM, ACTION, OR PROCEEDING UPON BECOMING AWARE OF IT.

20.**DISCLAIMERS; NO WARRANTIES.**

(a) ACKNOWLEDGMENT. YOU EXPRESSLY ACKNOWLEDGE THAT AS USED IN THIS SECTION 20, AND SECTIONS 21 AND 22 BELOW, THE TERM DELESIN INCLUDES DELESIN'S PARENT, SUBSIDIARY, AFFILIATED AND OTHER RELATED COMPANIES (INCLUDING THOSE WHICH SHARE SUBSTANTIALLY COMMON OWNERSHIP) AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, MEMBERS, AGENTS AND SUBCONTRACTORS.

(b) NO WARRANTIES. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, DELESIN DISCLAIMS ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM DELESIN OR THROUGH THE DELESIN SITE (INCLUDING USE OF THE SECURITIES PORTFOLIO OPTIMIZER), WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

(c) "AS IS" AND "AS AVAILABLE" AND "WITH ALL FAULTS." YOU EXPRESSLY AGREE THAT THE USE OF THE DELESIN SITE IS AT YOUR SOLE RISK. THE DELESIN SITE, USER CONTENT, NON-DELESIN CONTENT, AND ANY OTHER THIRD-PARTY MEDIA, CONTENT, SOFTWARE, GOODS, SERVICES OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE DELESIN SITE (INCLUDING THE SECURITIES PORTFOLIO OPTIMIZER) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE", "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED.

(d) WEBSITE OPERATION AND NON-DELESIN CONTENT. DELESIN DOES NOT WARRANT THAT THE DELESIN MATERIALS, USER CONTENT, NON-DELESIN CONTENT, DELESIN SITE, OR ANY OTHER INFORMATION OFFERED ON OR THROUGH THE DELESIN SITE OR ANY REFERENCE SITES WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS AND DOES NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.

(e) ACCURACY. DELESIN DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE DELESIN SITE OR ANY SERVICES AVAILABLE ON THE DELESIN SITE (INCLUDING THE SECURITIES PORTFOLIO OPTIMIZER) OR ANY REFERENCE SITES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

(f) HARM TO YOUR COMPUTER. YOU UNDERSTAND AND AGREE THAT YOUR USING, ACCESSING, DOWNLOADING, OR OTHERWISE OBTAINING INFORMATION, MATERIALS, OR DATA THROUGH THE DELESIN SITE (INCLUDING RSS FEEDS) OR ANY REFERENCE SITES IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS FROM THE USE OR DOWNLOAD OF, OR OTHER ACCESS TO SUCH MATERIAL OR DATA.

(g) THE SECURITIES PORTFOLIO OPTIMIZER AND OTHER SERVICES OFFERED ON THE DELESIN SITE FROM TIME-TO-TIME, RELY ON DATA AND OTHER INFORMATION PROVIDED BY THIRD PARTIES (“DATA PROVIDERS”). THERE IS NO GUARANTEE THAT SUCH DATA OR INFORMATION IS ACCURATE, COMPLETE OR OTHERWISE SUFFICIENT TO ENSURE THAT THE OUTPUT AND RESULTS PROVIDED TO YOU IN THE COURSE OF YOUR USE OF SUCH SERVICES ARE IN FACT ACCURATE OR COMPLETE. PROCESSING DELAYS, INTERRUPTIONS, INACCURACIES, ERRORS AND OMISSIONS WILL OCCUR FROM TIME TO TIME IN THE COURSE OF YOUR USE OF THE SECURITIES PORTFOLIO OPTIMIZER AND OTHER SERVICES OFFERED ON THE DELESIN SITE, AND THOSE DELAYS, INTERRUPTIONS, INACCURACIES, ERRORS AND OMISSIONS MAY RESULT IN INACCURATE, INCOMPLETE OR OTHERWISE DEFECTIVE OUTPUT AND RESULTS FROM THE USE OF SUCH SERVICES. YOU ASSUME THE RISK THAT THE SERVICES, OUTPUT OR RESULTS ARE NOT ACCURATE OR COMPLETE. TO THE EXTENT YOU RELY ON THE SECURITIES PORTFOLIO OPTIMIZER OR OTHER SERVICES OFFERED ON THE DELESIN SITE TO MAKE INVESTMENT DECISIONS, INCLUDING DECISIONS REGARDING THE PURCHASE OR SALE OF ANY SECURITIES, DELESIN RECOMMENDS YOU INDEPENDENTLY CONFIRM ALL DATA, INFORMATION AND ASSUMPTIONS RELIED UPON IN MAKING SUCH DECISIONS. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR THE RESULTS OF YOUR INVESTMENT DECISIONS, EVEN WHERE SUCH DECISIONS ARE BASED UPON ERRORS OR INACCURACIES IN THE OUTPUT OR RESULTS OF YOUR USE OF THE SECURITIES PORTFOLIO OPTIMIZER OR OTHER SERVICES OFFERED ON THE DELESIN SITE, WHETHER RESULTING FROM A FAULT IN THE DESIGN OR OPERATION OF THE SOFTWARE USED TO PROVIDE SUCH SERVICES OR ANY DATA AND INFORMATION PROVIDED BY DATA PROVIDERS

21. **LIMITATION OF LIABILITY AND DAMAGES.**

(a) LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES, AND UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL DELESIN OR ITS THIRD PARTY PARTNERS, LICENSORS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, DATA OR USE OR COST OF COVER) ARISING OUT OF OR RELATING TO THESE TERMS OR THAT RESULT FROM YOUR USE OF, OR THE INABILITY TO USE, THE DELESIN MATERIALS AND USER CONTENT ON THE DELESIN SITE OR ANY REFERENCE SITES, THE DELESIN SITE ITSELF, OR ANY OTHER INTERACTIONS WITH DELESIN, EVEN IF DELESIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) LIMITATION OF DAMAGES. IN NO EVENT SHALL DELESIN OR ITS THIRD PARTY PARTNERS, LICENSORS OR SUPPLIERS" TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE DELESIN SITE (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE) EXCEED THE GREATER OF ONE HUNDRED DOLLARS (USD $100) OR ONE-HALF OF THE ANNUAL FEES PAID BY YOU TO DELESIN (IF APPLICABLE) IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE THAT SUCH CLAIM AROSE.

(c) THIRD PARTY PRODUCTS AND SERVICES. SOME USERS MAY USE THE DELESIN SITE TO MARKET PRODUCTS AND/OR SERVICES. THE ABOVE LIMITATIONS SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY SUCH PRODUCTS OR SERVICES MARKETED, SOLD OR PROVIDED BY USERS, OR OTHERWISE BY THIRD PARTIES OTHER THAN DELESIN AND RECEIVED BY YOU THROUGH OR ADVERTISED ON THE DELESIN SITE OR THIRD PARTY SITES, INCLUDING WITHOUT LIMITATION ANY REFERENCE SITES.

22. **LIMITATIONS BY APPLICABLE LAW; BASIS OF THE BARGAIN.**

(a) LIMITATIONS BY APPLICABLE LAW. CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES, OR LIABILITY CONTAINED IN THESE TERMS APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION IN WHICH YOU ARE LOCATED.

(b) BASIS OF THE BARGAIN. YOU ACKNOWLEDGE AND AGREE THAT DELESIN HAS OFFERED ITS PRODUCTS AND SERVICES AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND DELESIN, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND DELESIN. YOU ACKNOWLEDGE AND AGREE THAT DELESIN WOULD NOT BE ABLE TO PROVIDE THE DELESIN SITE TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

23. **Digital Millennium Copyright Act Compliance.**

(a) Infringement Claims. If you are a copyright owner or an agent thereof, and believe that any User Content or other Non-Delesin Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C. 512(c)(3) for further detail).

(i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

(ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative listing of such works or a link or URL to all such works;

(iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity on the Delesin Site and that is to be removed or access to which is to be disabled, including the link or URL for all such material on the Delesin Site;

(iv) Information reasonably sufficient to permit Delesin to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;

(v) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

(vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Delesin's designated Copyright Agent to receive notifications of claimed infringement is:

[Name, Address, Email, Telephone and Fax of Copyright Agent]

FAILURE TO INCLUDE ALL OF THE ABOVE INFORMATION, ESPECIALLY SPECIFIC INFORMATION ABOUT WHERE INFRINGING CONTENT MAY BE FOUND, WILL RESULT IN A DELAY IN THE PROCESSING OF YOUR DMCA NOTIFICATION AND MAY RESULT IN YOUR HAVING TO REPEAT SOME OR ALL OF THE ABOVE PROCESS.

(b)Notice And Takedown. If we receive proper notification of claimed copyright infringement, we will respond expeditiously by removing, or disabling access to, the material that is claimed to be infringing, as described below, or to be the subject of infringing activity. We will also comply with the appropriate provisions of the DMCA in the event a counter-notification is received, as described below.

We may, at our discretion, deny access to the Delesin Site by, or disable and/or terminate the accounts of, Users who may be infringers.

(c) Copyright Counter-Notices. If content you posted on the Delesin Site was removed for copyright or intellectual property infringement, and you would like to dispute that removal, the process for counter-notifications, which is governed by Section 512(g) of the DMCA, is as follows:

a. To file a counter-notification with us, you must provide our Copyright Agent, at the address set forth above, with a written communication that sets forth the items specified below.

b. Please note that under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability. Please also be advised that we enforce a policy that provides for the termination, in appropriate circumstances, of the accounts of (or access privileges by) Users who are infringers. Accordingly, if you are not sure whether certain material infringes your copyright or the copyrights of others, we suggest that you first contact an attorney.

(d) Elements of Counter-Notification. To expedite our ability to process your counter- notification, please use the following format (including section numbers):

1. Identify the specific URLs of (or other information sufficient to allow us to identify) material that Delesin has removed or to which Delesin has disabled access. 2. Provide your full name, address, telephone number, email address and, if you are a registered User, the User name of your Delesin account. 3. Provide a statement that you consent to the jurisdiction of the Southern District of New York and the Federal District Court for the judicial district in which your address is located (if your address is outside of the U.S.A.), and that you will accept service of process from the person who provided notification to our Copyright Agent in accordance with the process outlined above, or an agent of such person. 4. Include the following statement: "I swear, under penalty of perjury, that I have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled." 5. Sign the notice. If you are providing notice by email, a scanned physical signature or a valid electronic signature will be accepted. Send the communication to the following address:

[Name, Address, Email, Telephone and Fax of Copyright Agent]

After we receive your counter-notification, we will forward it to the party who submitted the original claim of copyright infringement. Please note that when we forward the counter-notification, it includes any of your Identifying Information set forth in the counter-notification. By submitting a counter-notification, you consent to having such Identifying Information revealed in this way. We will not forward the counter-notification to any party other than the original claimant.

After we send out the counter-notification, the claimant must then notify us within ten (10) days that he or she has filed an action seeking a court order to restrain you from engaging in infringing activity relating to the material on the Delesin Site. If we receive such notification, we will be unable to restore the items. If we do not receive such notification, we may, but are not obligated to, reinstate the disputed item(s).

(e) Foreign Counter-Notification: If you reside outside of the United States, please understand that filing a counter-notice may lead to legal proceedings between you and the complaining party to determine ownership. Be aware that there may be adverse legal consequences in your country and/or the United States of America if you make a false or bad faith allegation by using this process. Please also be advised that we enforce a policy that provides for the termination in appropriate circumstances of access privileges for Users who are infringers. So, if you are not sure whether content you posted on the Delesin Site is being infringed, or are otherwise unsure of whether to file a counter-notification using these procedures, we strongly recommend you first contact a lawyer knowledgeable in the laws of the United States and the State of New York. If you do wish to file a counter-notice, you should follow the process set forth above under the heading "Elements of Counter-Notification."

(f) Disclaimer: WE ARE NOT YOUR ATTORNEYS, AND THE INFORMATION WE PRESENT HERE IS NOT LEGAL ADVICE. WE PRESENT THIS INFORMATION FOR INFORMATIONAL PURPOSES ONLY.

24. **Miscellaneous.**

(a) Notice. Delesin may provide you with notices, including those regarding changes to these Terms, by email, regular mail, or postings on the Delesin Site. If Notice is by e-mail or mail, it will be provided to the e-mail or regular mailing address provided by you with your account information and it is your responsibility to update such account information for any changes. Notice to you will be deemed given twenty-four hours after an email is sent, unless Delesin is notified that the email address is invalid, and if through postal mail, three days after the date of mailing. You may provide Delesin with notices only by mail to the address indicated in subsection (l) below.

(b) Governing Law. These Terms shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any principles of conflicts of law. The Uniform Computer Information Transactions Act does not apply to these Terms.

(c) Jurisdiction. You agree that any action at law or in equity arising out of or relating to these Terms or the Delesin Site shall be filed only in the state or federal courts in and for the County of New York and State of New York and you hereby consent and submit to the personal and exclusive jurisdiction and venue of such courts for the purposes of litigating any such action. You agree that you will not file or participate in a class action against us. IN ANY ACTION OR PROCEEDING COMMENCED TO ENFORCE ANY RIGHT OR OBLIGATION UNDER THIS AGREEMENT, YOUR USE OF THE DELESIN SITE OR WITH RESPECT TO THE SUBJECT MATTER HEREOF, YOU HEREBY WAIVE ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY.

(d) Claims. YOU AGREE THAT ANY CAUSE OF ACTION BROUGHT BY YOU ARISING OUT OF OR RELATED TO THE DELESIN SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. If, for any reason, we believe, have reason to believe, suspect or are notified of any act, omission or circumstances which may or could (i) compromise or endanger the health, well being or safety of any person, (ii) cause or lead to damage to persons or property (tangible or intangible), (iii) adversely affect, infringe upon or misappropriate the rights of others, (iv) harass or interfere with any other user or person, firm or enterprise, (v) interfere with or bypass our security or other protective measures applicable to our systems, networks and communications capabilities, (vi) breach or violate these Terms, or (vii) violate any law or regulation, we have the right, reserving cumulatively all other rights and remedies available to us at law, in equity and under this agreement with you, to report and provide information to any and all regulatory and law enforcement authorities and agencies and take any action permitted by law.

(e) Waiver. A provision of these Terms may be waived only by a written instrument executed by the party entitled to the benefit of such provision. The failure of Delesin to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.

(f) Severability. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

(g) Assignment. The Terms and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Delesin without restriction. Any assignment attempted to be made in violation of these Terms shall be void.

(h) No Relationship. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Delesin as a result of these Terms or use of the Delesin Site. You further acknowledge that by submitting User Content or other Non-Delesin Content, no confidential, fiduciary, contractually implied or other relationship is created between you and Delesin other than pursuant to these Terms.

(i) Survival. Sections 5, 6, 7, 9, 11 (other than your duty to update account information), 13, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 will survive any termination of these Terms or your account, whether by you or by Delesin.

(j) Headings. The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and shall not be deemed to limit or affect any of the provisions hereof.

(k) Entire Agreement. This is the entire agreement between you and Delesin relating to the subject matter herein and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter, excluding any Services Agreement that you may have entered into with Delesin. These Terms shall not be modified except in writing, signed by both parties, or by a change to these Terms made by Delesin as set forth in Section 3 above.

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