

# Terms and Conditions

## **Last Revised:**

- October 25, 2023

## **Acceptance**

These Terms and Conditions apply to your use of our Website to access our products and services offerings. By using our Website to access and use our products and services, or by agreeing to our [User Agreement](#), you accept and consent to these Terms and Conditions. Continued use of our Website to access and use our products and services constitute your acceptance of any revisions to these Terms and Conditions.

## **Definitions**

“Website” means [www.Zkrillafi.com](http://www.Zkrillafi.com) and other internet sites operated by ZkrillaFinance, Inc. that convey its products and services. “Us” or “our” refers to ZkrillaFinance, Inc., and its business. “You” or “your” means the user of our Website.

## **Disclosures**

**Information Collection:** ZkrillaFinance, Inc. obtains, and, in certain other circumstances, verifies and records your name, address, date of birth and other information that will allow us to identify you when you open an account and in certain other circumstances.

**Tax/Legal Advice:** Our products and services are not intended to provide legal, tax, investment or financial planning related advice. Consult a professional adviser for advice regarding your specific situation.

**Availability of Products and Services:** ZkrillaFinance, Inc. products and services are available only in those jurisdictions where ZkrillaFinance, Inc. is authorized or permitted by local law to promote or sell them. ZkrillaFinance, Inc. products and services are generally available to any adult of legal majority who meets certain criteria, including an adult who can provide required information to allow ZkrillaFinance, Inc. to make its products and services available.

**Computer or Mobile Device Requirements:** To use our Website, you must have a personal computer or mobile device connected to the Internet. You are responsible for the selection, installation, maintenance, and operation of your computer or mobile device and its software. We are not responsible for any errors, failures, or malfunctions of your computer or mobile device and its software. You are responsible for ensuring that your computer and software are compatible with our Website. You also are responsible for maintaining anti-viral software on your computer while using our Website. We reserve the right to change system requirements for using our Website.

## **Posting Comments**

**Our Right to Publish:** By posting a comment on our Website or on ZkrillaFinance, Inc.-sponsored message boards, discussion forums or other interactive content on third party sites, you agree that ZkrillaFinance, Inc. may publish your comment in whole, or in part. ZkrillaFinance, Inc. does not agree to post all comments received. ZkrillaFinance, Inc. reserves the right to remove or modify any posting that is false, offensive, violates any law or the rights of third parties, violates these Terms and Conditions, or is defamatory or duplicative.

**Identification of Posters:** When you submit a posting to ZkrillaFinance, Inc. on this or other sites, we may identify you by: (i) your hometown, state or country and (ii) your first name, or last name and initial, or an alias that you have provided to us; and other information that does not specifically identify you.

**Disclosure in Legal or Government Actions:** ZkrillaFinance, Inc. reserves the right to reveal your identity and the content of your original and posted submissions in response to legal action by any party, or in response to a request by governmental authority, or in defense of ZkrillaFinance, Inc.

**ZkrillaFinance, Inc. Ownership of Content:** ZkrillaFinance, Inc. retains ownership of all postings submitted on our Website, except when copyrighted material has been posted.

## **Prohibited Uses**

**Commercial or Personal Use Only:** You will use the Website only in connection with your business or personal ZkrillaFinance, Inc. Account, unless you and ZkrillaFinance, Inc. have agreed otherwise in writing. Use of our Website in the name of your business is considered commercial use.

**Electronic Mail:** You may not send electronic mail to us that is illegal, obscene, profane, threatening, defamatory, invasive of privacy, infringing of intellectual property rights; or contains harmful code, political campaigning, commercial solicitation, chain letters, or mass mailings; or violates any applicable law, such as the CAN-SPAM Act.

**Access:** You may not use our Website in any manner that could damage or overburden any ZkrillaFinance, Inc. equipment or software. You may not use any means of systematic retrieval of data or other content from our Website. You may not obtain, or attempt to obtain, access to any material or information on our Website that is protected by passwords, PIN or required

login identification through any means not expressly authorized by ZkrillaFinance, Inc. You may not use the login information of another person.

**False Information:** You may not intentionally provide any false information when you register for our Website; use our Website to purchase products or services from ZkrillaFinance, Inc. or other Users; post comments on our Website or on ZkrillaFinance, Inc.-sponsored web pages; or complete your profile.

**Framing:** You may not frame any Site content.

**Links:** You agree to obtain our permission before creating a hyperlink or similar link or connection to our Website.

**Endorsements:** You may not use ZkrillaFinance, Inc. or Zkrilla's name or trademarks in any way that implies affiliation with, or an endorsement, sponsorship or approval by ZkrillaFinance, Inc. without express written permission.

## **Third Party Practices**

Our Website contains links to other Internet sites that are not maintained by ZkrillaFinance, Inc.. We do not control these third party websites. Unless otherwise stated, ZkrillaFinance, Inc. makes no warranties or representations regarding these websites or the products or services offered on them. ZkrillaFinance, Inc. does not control the privacy or security practices of third parties, or the locations where they process data. You should read the privacy and security policies of other sites, as their practices may differ from ours.

## **Intellectual Property**

**Unsolicited Submissions:** Unless otherwise stated, ZkrillaFinance, Inc. does not accept unsolicited ideas, suggestions, or materials relating to development, design, or marketing of its services and products. Any such postings to our Website and electronic mail delivered to ZkrillaFinance, Inc. will be considered non-confidential and non-proprietary, and will remain the exclusive property of ZkrillaFinance, Inc. ZkrillaFinance, Inc. may copy, disclose, distribute, incorporate, and otherwise use the item and any information contained therein for any purpose without compensation. Personal information transmitted to us will be treated in accordance with ZkrillaFinance, Inc.'s [Privacy Policy](#).

**ZkrillaFinance, Inc. Copyright:** This entire Website is the copyrighted work of ZkrillaFinance, Inc. Unless otherwise specified, no person has permission to copy, display, distribute, re-publish, or create derivative works from such information in any form.

**Trademarks:** By providing content, we do not allow you to use trademarks referenced in our Website. You may not use any meta tags or any other 'hidden text' using ZkrillaFinance, Inc.'s name or trademarks without the express written consent of ZkrillaFinance, Inc. The trademarks, logos, and service marks ("Marks") displayed on the Website are the property of ZkrillaFinance, Inc. or other parties. Users are prohibited from using any Marks without the written permission of ZkrillaFinance, Inc. or the third party that owns the Marks.

## **Disclaimer of Warranties and Limitation of Liability**

Our Website is provided by ZkrillaFinance, Inc. on an "as is" and "as available" basis. To the full extent permissible by applicable law, ZkrillaFinance, Inc. disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. ZkrillaFinance, Inc. will not be liable to you or anyone else for damages of any kind arising from the use of our Website, **INABILITY TO USE OUR WEBSITE**, or

circumstances beyond its control, including, but not limited to direct, indirect, incidental, punitive, and consequential damages, even if ZkrillaFinance, Inc. is expressly advised of the possibility of such damages. Some states do not allow limitations on warranties or certain damages. Therefore, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights.

## **Miscellaneous**

**Arbitration: READ THIS PROVISION CAREFULLY AND UNDERSTAND THAT IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US. YOU UNDERSTAND THAT YOU HAVE THE RIGHT TO REJECT THIS PROVISION AS PROVIDED IN SECTION 3 BELOW.**

**1. ELECTION TO ARBITRATE. YOU AND ZKRILLA AGREE THAT THE SOLE AND EXCLUSIVE FORUM AND REMEDY FOR RESOLUTION OF A CLAIM BE FINAL AND BINDING ARBITRATION PURSUANT TO THIS SECTION (THE “ARBITRATION PROVISION”), UNLESS YOU OPT OUT AS PROVIDED IN SECTION 3 BELOW. AS USED IN THIS ARBITRATION PROVISION, “CLAIM” SHALL INCLUDE ANY PAST, PRESENT, OR FUTURE CLAIM, DISPUTE, OR CONTROVERSY INVOLVING YOU (OR PERSONS CLAIMING THROUGH OR CONNECTED WITH YOU), ON THE ONE HAND, AND US ON THE OTHER HAND, RELATING TO OR ARISING OUT OF THIS AGREEMENT, AND/OR THE ACTIVITIES OR RELATIONSHIPS THAT INVOLVE, LEAD TO, OR RESULT FROM THIS AGREEMENT, INCLUDING (EXCEPT TO THE EXTENT PROVIDED OTHERWISE IN THE LAST SENTENCE OF SECTION 8 BELOW) THE VALIDITY OR ENFORCEABILITY OF THIS ARBITRATION PROVISION, ANY PART THEREOF, OR THE ENTIRE AGREEMENT. CLAIMS ARE SUBJECT TO ARBITRATION REGARDLESS OF WHETHER THEY ARISE FROM CONTRACT; TORT (INTENTIONAL OR OTHERWISE); A CONSTITUTION, STATUTE, COMMON LAW, OR PRINCIPLES OF EQUITY; OR OTHERWISE. CLAIMS INCLUDE MATTERS ARISING AS INITIAL CLAIMS, COUNTER-CLAIMS,**

**CROSS-CLAIMS, THIRD PARTY CLAIMS, OR OTHERWISE. PLEASE NOTE THAT YOU MAY CONTINUE TO ASSERT CLAIMS IN SMALL CLAIMS COURT, IF YOUR CLAIMS QUALIFY AND SO LONG AS THE MATTER REMAINS IN SUCH COURT AND ADVANCES ONLY ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS. THE SCOPE OF THIS ARBITRATION PROVISION IS TO BE GIVEN THE BROADEST POSSIBLE INTERPRETATION THAT IS ENFORCEABLE.**

**2. APPLICABILITY OF THE FEDERAL ARBITRATION ACT; ARBITRATOR'S POWERS. THIS ARBITRATION PROVISION IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE AND SHALL BE GOVERNED BY AND ENFORCEABLE UNDER THE FEDERAL ARBITRATION ACT (THE "FAA"). THE ARBITRATOR WILL APPLY SUBSTANTIVE LAW CONSISTENT WITH THE FAA AND APPLICABLE STATUTES OF LIMITATIONS. THE ARBITRATOR MAY AWARD DAMAGES OR OTHER TYPES OF RELIEF PERMITTED BY APPLICABLE SUBSTANTIVE LAW, SUBJECT TO THE LIMITATIONS SET FORTH IN THIS ARBITRATION PROVISION. THE ARBITRATOR WILL NOT BE BOUND BY JUDICIAL RULES OF PROCEDURE AND EVIDENCE THAT WOULD APPLY IN A COURT. THE ARBITRATOR SHALL TAKE STEPS TO REASONABLY PROTECT CONFIDENTIAL INFORMATION.**

**3. OPT-OUT OF ARBITRATION PROVISION. YOU MAY OPT OUT OF THIS ARBITRATION PROVISION FOR ALL PURPOSES BY SENDING AN ARBITRATION OPT OUT NOTICE TO LEGAL@ZKRILLAFI.COM, WITHIN 60 DAYS OF THE DATE OF YOUR ELECTRONIC ACCEPTANCE OF THE TERMS OF THIS AGREEMENT. THE OPT OUT NOTICE MUST CLEARLY STATE THAT YOU ARE REJECTING ARBITRATION; IDENTIFY THE AGREEMENT TO WHICH IT APPLIES BY DATE; PROVIDE YOUR NAME, ADDRESS, AND LAST FOUR OF YOUR SOCIAL SECURITY NUMBER; AND BE SIGNED BY YOU. YOU MAY SEND AN OPT-OUT NOTICE IN ANY MANNER YOU SEE FIT AS LONG AS IT IS RECEIVED AT THE SPECIFIED ADDRESS WITHIN THE SPECIFIED TIME. NO OTHER METHODS CAN BE USED TO OPT OUT OF THIS ARBITRATION PROVISION. IF THE OPT OUT NOTICE IS**

**SENT ON YOUR BEHALF BY A THIRD PARTY, SUCH THIRD PARTY MUST INCLUDE EVIDENCE OF HIS OR HER AUTHORITY TO SUBMIT THE OPT OUT NOTICE ON YOUR BEHALF.**

**4. INFORMAL DISPUTE RESOLUTION. IF A CLAIM ARISES, OUR GOAL IS TO LEARN ABOUT AND ADDRESS YOUR CONCERNS AND, IF WE ARE UNABLE TO DO SO TO YOUR SATISFACTION, TO PROVIDE YOU WITH A NEUTRAL AND COST-EFFECTIVE MEANS OF RESOLVING THE DISPUTE QUICKLY. YOU AGREE THAT BEFORE FILING ANY CLAIM IN ARBITRATION, YOU MAY SUBMIT CLAIMS BY SENDING AN EMAIL TO [LEGAL@ZKRILLAFI.COM](mailto:LEGAL@ZKRILLAFI.COM) AT ANY TIME.**

**5. ARBITRATION PROCEDURES. THE PARTY INITIATING ARBITRATION SHALL DO SO WITH THE AMERICAN ARBITRATION ASSOCIATION (THE “AAA”) OR JUDICIAL ALTERNATIVES AND MEDIATION SERVICES (“JAMS”). THE ARBITRATION SHALL BE CONDUCTED ACCORDING TO, AND THE LOCATION OF THE ARBITRATION SHALL BE DETERMINED IN ACCORDANCE WITH, THE RULES AND POLICIES OF THE ADMINISTRATOR SELECTED, EXCEPT TO THE EXTENT THE RULES CONFLICT WITH THIS ARBITRATION PROVISION OR ANY COUNTERVAILING LAW. IF YOU HAVE ANY QUESTIONS CONCERNING THE AAA OR WOULD LIKE TO OBTAIN A COPY OF THE AAA ARBITRATION RULES, YOU MAY CALL 1(800) 778-7879 OR VISIT THE AAA’S WEB SITE AT: [WWW.ADR.ORG](http://WWW.ADR.ORG). IF YOU HAVE ANY QUESTIONS CONCERNING JAMS OR WOULD LIKE TO OBTAIN A COPY OF THE JAMS ARBITRATION RULES, YOU MAY CALL 1(800) 352-5267 OR VISIT THEIR WEB SITE AT: [WWW.JAMSADR.COM](http://WWW.JAMSADR.COM). IN THE CASE OF A CONFLICT BETWEEN THE RULES AND POLICIES OF THE ADMINISTRATOR AND THIS ARBITRATION PROVISION, THIS ARBITRATION PROVISION SHALL CONTROL, SUBJECT TO COUNTERVAILING LAW, UNLESS ALL PARTIES TO THE ARBITRATION CONSENT TO HAVE THE RULES AND POLICIES OF THE ADMINISTRATOR APPLY. THE ARBITRATION WILL BE HELD IN THE UNITED STATES. COUNTY WHERE YOU LIVE OR WORK, OR ANY OTHER LOCATION WE AGREE TO.**



**6. ARBITRATION FEES. IF WE ELECT ARBITRATION, WE SHALL PAY ALL THE ADMINISTRATOR'S FILING COSTS AND ADMINISTRATIVE FEES (OTHER THAN HEARING FEES). IF YOU ELECT ARBITRATION, FILING COSTS AND ADMINISTRATIVE FEES (OTHER THAN HEARING FEES) SHALL BE PAID IN ACCORDANCE WITH THE RULES OF THE ADMINISTRATOR SELECTED, OR IN ACCORDANCE WITH COUNTERVAILING LAW IF CONTRARY TO THE ADMINISTRATOR'S RULES. WE SHALL PAY THE ADMINISTRATOR'S HEARING FEES FOR ONE FULL DAY OF ARBITRATION HEARINGS. FEES FOR HEARINGS THAT EXCEED ONE DAY WILL BE PAID BY THE PARTY REQUESTING THE HEARING, UNLESS THE ADMINISTRATOR'S RULES OR APPLICABLE LAW REQUIRE OTHERWISE, OR YOU REQUEST THAT WE PAY THEM AND WE AGREE TO DO SO. EACH PARTY SHALL BEAR THE EXPENSE OF ITS OWN ATTORNEYS' FEES, EXCEPT AS OTHERWISE PROVIDED BY LAW. IF A STATUTE GIVES YOU THE RIGHT TO RECOVER ANY OF THESE FEES, THESE STATUTORY RIGHTS SHALL APPLY IN THE ARBITRATION NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN.**

**7. APPEALS. WITHIN 30 DAYS OF A FINAL AWARD BY THE ARBITRATOR, ANY PARTY MAY APPEAL THE AWARD FOR RECONSIDERATION BY A THREE-ARBITRATOR PANEL SELECTED ACCORDING TO THE RULES OF THE ARBITRATOR ADMINISTRATOR. IN THE EVENT OF SUCH AN APPEAL, ANY OPPOSING PARTY MAY CROSS-APPEAL WITHIN 30 DAYS AFTER NOTICE OF THE APPEAL. THE PANEL WILL RECONSIDER DE NOVO ALL ASPECTS OF THE INITIAL AWARD THAT ARE APPEALED. COSTS AND CONDUCT OF ANY APPEAL SHALL BE GOVERNED BY THIS ARBITRATION PROVISION AND THE ADMINISTRATOR'S RULES, IN THE SAME WAY AS THE INITIAL ARBITRATION PROCEEDING. ANY AWARD BY THE INDIVIDUAL ARBITRATOR THAT IS NOT SUBJECT TO APPEAL, AND ANY PANEL AWARD ON APPEAL, SHALL BE FINAL AND BINDING, EXCEPT FOR ANY APPEAL RIGHT UNDER THE FEDERAL ARBITRATION ACT ("FAA"), AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION.**

**8. NO CLASS ACTIONS. NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT. UNLESS CONSENTED TO IN WRITING BY ALL PARTIES TO THE ARBITRATION, NO PARTY TO THE ARBITRATION MAY JOIN, CONSOLIDATE, OR OTHERWISE BRING CLAIMS FOR OR ON BEHALF OF TWO OR MORE INDIVIDUALS OR UNRELATED CORPORATE ENTITIES IN THE SAME ARBITRATION UNLESS THOSE PERSONS ARE PARTIES TO A SINGLE TRANSACTION. UNLESS CONSENTED TO IN WRITING BY ALL PARTIES TO THE ARBITRATION, AN AWARD IN ARBITRATION SHALL DETERMINE THE RIGHTS AND OBLIGATIONS OF THE NAMED PARTIES ONLY, AND ONLY WITH RESPECT TO THE CLAIMS IN ARBITRATION, AND SHALL NOT (A) DETERMINE THE RIGHTS, OBLIGATIONS, OR INTERESTS OF ANYONE OTHER THAN A NAMED PARTY, OR RESOLVE ANY CLAIM OF ANYONE OTHER THAN A NAMED PARTY; NOR (B) MAKE AN AWARD FOR THE BENEFIT OF, OR AGAINST, ANYONE OTHER THAN A NAMED PARTY. NO ADMINISTRATOR OR ARBITRATOR SHALL HAVE THE POWER OR AUTHORITY TO WAIVE, MODIFY, OR FAIL TO ENFORCE THIS SECTION 8, AND ANY ATTEMPT TO DO SO, WHETHER BY RULE, POLICY, ARBITRATION DECISION OR OTHERWISE, SHALL BE INVALID AND UNENFORCEABLE. ANY CHALLENGE TO THE VALIDITY OF THIS SECTION 8 SHALL BE DETERMINED EXCLUSIVELY BY A COURT AND NOT BY THE ADMINISTRATOR OR ANY ARBITRATOR.**

**9. SURVIVAL AND SEVERABILITY OF ARBITRATION PROVISION. THIS ARBITRATION PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. IF ANY PORTION OF THIS ARBITRATION PROVISION OTHER THAN SECTION 8 IS DEEMED INVALID OR UNENFORCEABLE, THE REMAINING PORTIONS OF THIS ARBITRATION PROVISION SHALL NEVERTHELESS REMAIN VALID AND IN FORCE. IF THERE IS A FINAL JUDICIAL DETERMINATION THAT APPLICABLE LAW PRECLUDES ENFORCEMENT OF THIS ARBITRATION**

**PROVISION'S LIMITATIONS AS TO A PARTICULAR CLAIM FOR RELIEF OR PARTICULAR TERM, THEN THAT CLAIM (AND ONLY THAT CLAIM) OR THAT TERM (AND ONLY THAT TERM) MUST BE SEVERED FROM THE ARBITRATION PROVISION AND MAY BE BROUGHT IN COURT. IF AN ARBITRATION IS BROUGHT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE LIMITATIONS ON SUCH PROCEEDINGS IN SECTION 8 ARE FINALLY ADJUDICATED PURSUANT TO THE LAST SENTENCE OF SECTION 8 TO BE UNENFORCEABLE, THEN NO ARBITRATION SHALL BE HAD. IN NO EVENT SHALL ANY INVALIDATION BE DEEMED TO AUTHORIZE AN ARBITRATOR TO DETERMINE CLAIMS OR MAKE AWARDS BEYOND THOSE AUTHORIZED IN THIS ARBITRATION PROVISION.**

**10. JUDICIAL FORUM FOR CLAIMS. EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, IN THE EVENT THAT THIS ARBITRATION PROVISION IS FOUND NOT TO APPLY TO YOU OR YOUR CLAIM, YOU AND ZKRILLA AGREE THAT ANY JUDICIAL PROCEEDING (OTHER THAN SMALL CLAIMS ACTIONS) WILL BE BROUGHT IN THE FEDERAL OR STATE COURTS OF LOS ANGELES COUNTY, CALIFORNIA. BOTH YOU AND ZKRILLA CONSENT TO VENUE AND PERSONAL JURISDICTION THERE. WE BOTH AGREE TO WAIVE OUR RIGHT TO A JURY TRIAL.**

**11. WAIVER OF RIGHT TO LITIGATE. THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION PURSUANT TO THIS ARBITRATION PROVISION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY.**

**Governing Law:** Use of our Website and the User Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any principles of conflicts of laws, unless otherwise specified in the applicable User Agreement, The Uniform Computer Information Transactions Act or any substantially similar law, if enacted, will not govern any aspect of these Terms and Conditions, your access to our Website or the User Agreement.

**Jurisdiction and Venue:** If any claim or dispute under these Terms and Conditions is not subject to arbitration or an alternative as described in the arbitration procedures above or in the User Agreement, then exclusive jurisdiction and venue shall be with a court of competent jurisdiction in Austin, Texas. You consent to the jurisdiction of such courts and agree to accept service of process issued by such courts.

**Severability:** If any provision of these Terms and Conditions or the User Agreement is unlawful, void or unenforceable, the remaining provisions shall remain valid and in effect to the fullest extent possible.

**Waiver:** Any waiver of any provision of these Terms and Conditions or the User Agreement will be effective only if in writing and signed by an authorized representative of ZkrillaFinance, Inc. Any delay or omission by ZkrillaFinance, Inc. to exercise any rights under these Terms or the User Agreement shall not be construed as a waiver of our rights.

**Section Headings:** The section titles and the section headings are not part of these Terms and Conditions and are not to be used in interpreting the terms of these Terms and Conditions.

**Conflicts:** In the event of a conflict between these Terms and Conditions or the User Agreement, the User Agreement shall control.

**Notices:** If you have registered at our Website, we will notify you of any material changes to these Terms and Conditions or the User Agreement by using any of the contact information you have provided to us. These changes will not apply to disputes that arise prior to the effective date of the change.

**Survival:** Certain provisions of this Agreement by their nature shall continue in full force and effect after termination, including authorizations you have granted, the Disclaimer of Warranties and Limitation of Liability, and Jurisdiction/Enforceability.