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- Â· use the service for any unlawful purpose or for the promotion of illegal activities;
- Â· attempt to, or harass, abuse or harm another person or group;
- Â· provide false or inaccurate information when making payments.
- Â· interfere or attempt to interfere with the proper functioning of the Service;
- Â· make any automated use of the system, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- Â· bypass any robot exclusion headers or other measures we take to restrict access to the Service or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data; or
- Â· publish or link to malicious content intended to damage or disrupt another user's browser or computer.

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Â· You will not submit content that is copyrighted or subject to third party proprietary rights, including privacy, publicity, trade secret, etc., unless you are the owner of such rights or have the appropriate permission from their rightful owner to specifically submit such content; and

Â· You hereby affirm we have the right to determine whether any of your User Content submissions are appropriate and comply with these Terms of Service, remove any and/or all of your submissions, and terminate your account with or without prior notice.

You understand and agree that any liability, loss or damage that occurs as a result of the use of any User Content that you make available or access through your use of the Service is solely your responsibility. **Resource Tepee, LLC** is not responsible for any public display or misuse of your User Content. **Resource Tepee, LLC** does not, and cannot, pre-screen or monitor all User Content. However, at our discretion, we, or technology we employ, may monitor and/or record your interactions with the Service.

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For contractual purposes, you (a) consent to receive communications from **Resource Tepee, LLC** in an electronic form via the email address you have submitted; and (b) agree that all Terms of Use, agreements, notices, disclosures, and other communications that **Resource Tepee, LLC** provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

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TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, DIRECTORS, OR EMPLOYEES, OR ITS LICENSORS OR PARTNERS, BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, USE, OR DATA, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, HOWEVER ARISING, THAT RESULT FROM (A) THE USE, DISCLOSURE, OR DISPLAY OF YOUR USER CONTENT; (B) YOUR USE OR INABILITY TO USE THE SERVICE; (C) THE SERVICE GENERALLY OR THE SOFTWARE OR SYSTEMS THAT MAKE THE SERVICE AVAILABLE; OR (D) ANY OTHER INTERACTIONS WITH THE COMPANY OR ANY OTHER USER OF THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO YOU.

## **GENERAL TERMS**

If any part of this Agreement is held invalid or unenforceable, that portion of the Agreement will be construed consistent with applicable law. The remaining portions will remain in full force and effect. Any failure on the part of the Company to enforce any provision of this Agreement will not be considered a waiver of our right to enforce such provision. Our rights

under this Agreement will survive any termination of this Agreement.

You agree that any cause of action related to or arising out of your relationship with the Company must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

These Terms of Use and your use of the Site are governed by the federal laws of the United States of America and the laws of the State of New Jersey, without regard to conflict of law provisions.

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THE TERMS OF USE, AND WILL BE BOUND BY THESE TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS OF USE REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.