

acknowledge that Company cannot assure the security of electronic transmission of such information over the Internet. You consent to the transmission by electronic means of such information through

from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) nonperformance, or (iii) interruption of any such data, information or message, due either to any act or omission not constituting gross negligence or willful misconduct by any disseminating party or to any "force majeure."
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IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU MAY HAVE ADDITIONAL RIGHTS THAT VARY FROM STATE TO STATE OR BY JURISDICTION.

12. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL COMPANY, ITS LICENSORS OR ANYONE ELSE INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE PRODUCT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR BENEFITS ARISING OUT OF THE USE, RESULTS OF USE, OR INABILITY TO USE THE PRODUCT, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMIT MAY NOT APPLY TO YOU.

13. You acknowledge that the Company and its Licensors and others are relying on your entering into this agreement and their receiving the benefit of the provisions set forth in this Agreement.

14. This Agreement, and your rights hereunder, may be terminated by Company at any time. In the event of termination, Company will immediately notify you in writing. Your access to the Product, and your ability to place orders through the Product, will cease as of the effective date of termination, but you will remain financially responsible for orders that were executed prior to the effective date of termination. Termination of your Customer Account with the Company shall be deemed a cancellation of all of your outstanding orders, if any, submitted before the effective date of such termination of your Customer Account with Company.

15. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, excluding its conflicts of law provisions.

16. This Agreement is the complete and exclusive statement of obligations and responsibilities of the Company and its licensors to you and supersedes any other agreement or understanding, whether written or oral, by or on behalf of Company relating to the provision and use of the Product.

17. Company may revise the terms of this Agreement. When the terms are revised, Company will notify you by posting a revised version of the Agreement. Your use of the Product under the revised terms requires your affirmative acceptance of such terms by clicking the "Accept" button before accessing the Product. If any provision of this Agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect.