

GuidedChoice.com

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communications equipment, and any updates thereto, that are required to access this Website, the Content and the Services.

REGISTRATION Some areas of this Website may require you to provide personal information or register for Services. In any such event, you agree to (a) provide accurate, current and complete information about yourself as requested during the registration (including your e-mail address); and (b) maintain and update your information (including your e-mail address) to keep it accurate, current and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current, or incomplete, your rights to use this Site or the Services may be terminated. In no event shall GuidedChoice or any Third Party Provider be obligated to confirm the accuracy or correctness of the information you provide, and neither shall have any liability relative to the same.

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INDEMNIFICATION BY USER IN ADDITION TO OTHER INDEMNIFICATION PROVISIONS HEREIN, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS GUIDEDCHOICE, THE THIRD PARTY PROVIDERS AND THE SUBSIDIARIES, AFFILIATES, PARENT COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, SUPPLIERS OF THE SAME, FROM AND AGAINST ALL LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM YOUR USE AND ACCESS TO THE WEBSITE, THE CONTENT, THE SERVICES, THE PRODUCTS AND ANY VIOLATION OF THESE TOS BY YOU.

OTHER AGREEMENTS These TOS shall be subject to any other written agreements you have entered into with GuidedChoice.com, Inc., and, except as expressly set forth herein, in the event of a conflict, the terms of those agreements will govern.

TERMINATION GuidedChoice may terminate these TOS, your use of this Website the Products and the Services, without further liability, at any time, without notice, for any reason or no reason.

REMEDIES GuidedChoice may seek any available legal remedy or take any reasonable business steps to prevent the unauthorized use of, or access to this Website and the Service, and to prevent access to users who violate these TOS. You agree that GuidedChoice and/or the Third Party Providers would be irreparably harmed if you breach this provision and that monetary damages would be inadequate to remedy such breach. Accordingly, you also agree that specific and injunctive or other equitable relief is the appropriate remedy for such a breach.

WAIVER Any waiver of or failure to enforce any right under or term or provision of these TOS by GuidedChoice shall not be deemed to be a waiver of such right or any other right, term or provision of these TOS at any time.

FORCE MAJEURE GuidedChoice assumes no risk of any event, foreseeable or unforeseeable, and beyond its reasonable control, that has a material effect upon the agreed exchange contemplated herein.

SURVIVAL The provisions of these TOS that, by their purpose, are intended to survive the termination of the exchange contemplated herein shall so survive. Said provisions shall include, but shall not be limited to, those provisions that include indemnification clauses, limitations on liability, and warranty disclaimers.

SEVERABILITY In the event that any portion of these TOS are determined to be unenforceable by a court of competent jurisdiction, the remainder of these TOS shall not be impaired, affected or invalidated, and the unenforceable term or provision shall be replaced by such enforceable terms or provisions closest to the intention underlying the unenforceable term or condition.

APPLICABLE LAW The TOS is entered into in San Diego, California and governed by and construed in accordance with the laws of the State of California, without giving effect to its conflict of laws provisions. Federal law governs copyright, patent, and trademark matters. You agree that the proper forum for claims under the TOS will be the courts of the State of California for the County of San Diego or the U.S. District Court for the Southern District of California, and you agree to submit to the jurisdiction of these courts. The prevailing party in any action will be entitled to recover reasonable expenses, including attorneys' fees.