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YOU AGREE TO INDEMNIFY, DEFEND AND HOLD IF GATHERING AND (AS APPLICABLE) IF GATHERING’S SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES AND SUPPLIERS, HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF: (A) YOUR USE OF THE WEBSITE AND/OR CONTENT; (B) BREACH OF THESE TERMS AND CONDITIONS OR THE DOCUMENTS IT INCORPORATES BY REFERENCE; (C) CONTENT MISUSE; (D) YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF A THIRD PARTY; (E) ANY CONTENT YOU POST, UPLOAD, STORE OR OTHERWISE TRANSMIT THROUGH THE WEBSITE; (F) ANY FEEDBACK YOU PROVIDE; OR (G) YOUR CONDUCT IN CONNECTION WITH THE WEBSITE AND/OR CONTENT.

10. GOVERNING LAW AND VENUE

THESE TERMS AND CONDITIONS ARE DEEMED TO BE MADE AND EXECUTED IN TRAVIS COUNTY, TEXAS, AND SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE UNITED STATES, EXCLUSIVE OF CONFLICTS OF LAWS PROVISIONS.

THE EXCLUSIVE FORUM FOR ANY SUITS, CLAIMS, OR CAUSES OF ACTION ARISING DIRECTLY OR INDIRECTLY FROM THESE TERMS AND CONDITIONS SHALL BE A COURT HAVING COMPETENT JURISDICTION IN TRAVIS COUNTY, TEXAS, AND THE PARTIES HEREBY CONSENT TO JURISDICTION FOR SUCH PURPOSES.

11. No Waiver

The failure of IF GATHERING to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

12. No Assignment

These terms and conditions may not be assigned or transferred by you.

13. Severability

If any provision of these terms and conditions shall be deemed unlawful or unenforceable then that provision shall be deemed severable from these terms and conditions and such severed provision shall not affect the validity and enforceability of the remaining provisions.

14. Changes To These Terms

These terms and conditions may be changed by IF GATHERING immediately upon notice. Continued use of the Website and Content following any change constitutes acceptance of the change.