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We do not accept ideas or suggestions for products or services through our Website. However, if we receive ideas or suggestions (or inquiries, feedback or any other information submitted by you), you acknowledge that (a) such items will not be considered confidential or proprietary and that we are under no obligation to keep such items confidential, and (b)

we will have a royalty-free, irrevocable, world-wide right to use, communicate, reproduce, publish, display, distribute, and exploit such items in any manner we may choose.

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Our Website may contain links to third-party websites. These links are provided solely as a convenience and not as an endorsement by us of the content on such linked websites. Your use of these linked sites is voluntary and at your own risk. We make no representations or warranties regarding any linked site, including but not limited to, the accuracy or performance of any linked site, its content, or service capability. We are not responsible for the availability of any linked site.

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OUR WEBSITE IS MADE AVAILABLE TO YOU ON AN "AS IS" BASIS.

WE ATTEMPT TO BE ACCURATE IN THE DESCRIPTION OF OUR PRODUCTS. HOWEVER, TO THE EXTENT PERMITTED BY LAW, WE DO NOT WARRANT THAT THE PRODUCT DESCRIPTIONS, COLORS OR OTHER CONTENT AVAILABLE ON THE WEBSITE ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE.

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YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, WE WILL NOT BE RESPONSIBLE OR LIABLE (WHETHER IN CONTRACT, TORT OR OTHER THEORY) FOR ANY (A) INTERRUPTION TO YOUR BUSINESS; (B) PROBLEMS WITH ACCESS TO OUR WEBSITE; (C) COMPUTER VIRUSES, SYSTEM FAILURES OR MALFUNCTIONS YOU MAY EXPERIENCE FROM USING OUR WEBSITE; (D) LOSS INCURRED AS A RESULT OF YOUR USE OF LINKS TO THIRD PARTY WEBSITES; (E) ANY DATA PROBLEMS, INCLUDING BUT NOT LIMITED TO, NON-DELIVERY, MISDELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (F) ANY INACCURACIES OR OMISSIONS IN OUR WEBSITE OR FOR (G) EVENTS BEYOND OUR REASONABLE CONTROL.

6. Indemnity

You agree to defend, indemnify and hold us harmless for any loss, damages or costs, including reasonable attorneys' fees, resulting from (a) any third party claim, action, or demand resulting from your use of our Website, and (b) your use of our Website in a manner that is in violation of any of the rules or restrictions set out in these Terms and Conditions such that it imposes an unreasonable burden or load on our Website or its infrastructure or otherwise materially and adversely affects the operation of our Website. For purposes of this part 6, the term "us" refers to Szep Elet, LLC and its members, owners, officers, directors, agents, and employees.

7. Dispute Resolution

All disputes regarding the Website or these Terms and Conditions shall be governed by the laws of the State of Indiana (without regard to its conflicts of laws provisions). Any dispute regarding our Website or your use of our Website shall be submitted to confidential arbitration in Indianapolis, Indiana. Such arbitration shall be conducted pursuant to the then current rules of the American Arbitration Association. Any award of an arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the extent permitted by law, no arbitration under these Terms and Conditions shall be joined to an arbitration involving any other party subject to these Terms and Conditions.

This provision for arbitration shall not be construed to prevent the exercise of us to seek injunctive relief from *any* court (the exclusive jurisdiction and venue of which you consent to by accessing or using our Website) in the event of your unauthorized use of the Trademarks or any action on your part that is in violation of parts (2)(vi), (2)(vii), or the limitations in part (2) regarding the use of hyperlinks (because you agree, by accessing or using our Website, that any such violation will cause irreparable harm to us for which adequate damages will not be calculable); provided, however, such injunction is to be effective no longer than the time period before the decision through arbitration is rendered. Any such injunctive relief may be granted without the requirement of posting a bond or any other form of security.

8. Miscellaneous

You agree that these Terms and Conditions, which include our Privacy Policy, are the complete agreement between us concerning your use of our Website and supersede all prior agreements.

We reserve the right, in our sole discretion, to change these Terms and Conditions at any time by posting the changes on the Website. Your continued use of the Website is your agreement to all such Terms and Conditions. We may terminate any of the rights granted by these Terms and Conditions at any time, including but not limited to a full termination of your access to our Website.

These Terms and Conditions do not create any agency, partnership, or other form of joint enterprise between us. Our failure to require your performance of any of these Terms and Conditions shall not affect our right to require your performance at any subsequent time. In the event that any provision of these Terms and Conditions shall be unenforceable or invalid under any applicable law or be so held by any applicable arbitral award or court decision, such unenforceability or invalidity shall not render these Terms and Conditions unenforceable or invalid as a whole.