

## **Tactical Marketing Inc.**

### **Terms of Use**

**Last Revised: October 24, 2012**

**PLEASE READ THESE TERMS OF USE CAREFULLY, AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.**

## **1. OVERVIEW**

Welcome to this website (this “Site”), which is owned and operated by 517168, an individual (“Tactical Marketing Inc.”). These Terms of Use (these “Terms of Use”) set forth the terms and conditions of your use of this Site and the products and services (individually and collectively, the “Services”) found at this Site.

Whether you are simply browsing this Site or are a Tactical Marketing Inc. customer, your use of this Site signifies that you have read, understand, acknowledge and agree to be bound by these Terms of Use, along with the following policies and agreements, which are incorporated herein by reference:

- [Privacy Policy](#)
- [Anti-Spam Policy](#)
- [Civil Subpoena Policy](#)
- [Criminal Subpoena Policy](#)
- [Dispute On Transfer Away Form](#)
- [Uniform Domain Name Dispute Resolution Policy](#)
- [ICANN Transfer Dispute Resolution Policy](#)
- [Trademark and/or Copyright Infringement Policy](#)

The terms “we”, “us” or “our” shall refer to Tactical Marketing Inc.. The terms “you”, “your”, “User” or “customer” shall refer to any individual or entity who accepts these Terms of Use by using this Site or the Services found at this Site. Nothing in these Terms of Use shall be deemed to confer any third-party rights or benefits.

Tactical Marketing Inc., in its sole and absolute discretion, may change or modify these Terms of Use, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to this Site. You acknowledge and agree that (i) Tactical Marketing Inc. may notify you of such changes or modifications by posting them to this Site and (ii) your use of this Site or the Services found at this Site after such changes or modifications have been made (as indicated by the “Last Revised” date at the top of this page) shall constitute your acceptance of these Terms of Use as last revised. If you do not agree to be bound by these Terms of Use as last revised, do not use (or continue to use) this Site or the Services found at this Site.

## **2. ELIGIBILITY; AUTHORITY**

This Site and the Services found at this Site are available only to Users who can form legally binding contracts under applicable law. By using this Site or the Services found at this Site, you represent and warrant that you are (i) at least eighteen (18) years of age and/or (ii) otherwise recognized as being able to form legally binding contracts under applicable law.

If you are agreeing to these Terms of Use on behalf of a corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to these Terms of Use, in which case the terms "you", "your", "User" or "customer" shall refer to such corporate entity. If, after your agreement to these Terms of Use, Tactical Marketing Inc. finds that you do not have the legal authority to bind such corporate entity, you will be personally responsible for the obligations contained in these Terms of Use. Tactical Marketing Inc. shall not be liable for any loss or damage resulting from Tactical Marketing Inc.'s reliance on any instruction, notice, document or communication reasonably believed by Tactical Marketing Inc. to be genuine and originating from an authorized representative of your corporate entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, Tactical Marketing Inc. reserves the right (but undertakes no duty) to require additional authentication from you.

## **3. ACCOUNTS; TRANSFER OF DATA ABROAD**

*Accounts.* In order to access some of the features of this Site or use some of the Services found at this Site, you will have to create an account (an "Account"). You represent and warrant to Tactical Marketing Inc. that all information you submit when you create your Account is accurate, current and complete, and that you will keep your Account information accurate, current and complete. If Tactical Marketing Inc. has reason to believe that your Account information is untrue, inaccurate, out-of-date or incomplete, Tactical Marketing Inc. reserves the right, in its sole and absolute discretion, to suspend or terminate your Account. You are solely responsible for the activity that occurs on your Account, whether authorized by you or not, and you must keep your Account information secure, including without limitation your customer number/login, password, payment method(s), and shopper PIN. For security purposes, Tactical Marketing Inc. recommends that you change your password and shopper PIN at least once every six (6) months for each Account you have with Tactical Marketing Inc.. You must notify Tactical Marketing Inc. immediately of any breach of security or unauthorized use of your Account. Tactical Marketing Inc. will not be liable for any loss you incur due to any unauthorized use of your Account. You, however, may be liable for any loss Tactical Marketing Inc. or others incur caused by your Account, whether caused by you, or by an authorized person, or by an unauthorized person.

*Transfer of Data Abroad.* If you are visiting this Site from a country other than the country in which our servers are located, your communications with us may result in the transfer of information (including your Account information) across international boundaries. By visiting this Site and communicating electronically with us, you consent to such transfers.

#### 4. GENERAL RULES OF CONDUCT

You acknowledge and agree that:

1. Your use of this Site and the Services found at this Site, including any content you submit, will comply with these Terms of Use and all applicable local, state, national and international laws, rules and regulations.
2. You will not collect or harvest (or permit anyone else to collect or harvest) any User Content (as defined below) or any non-public or personally identifiable information about another User or any other person or entity without their express prior written consent.
3. You will not use this Site or the Services found at this Site in a manner (as determined by Tactical Marketing Inc. in its sole and absolute discretion) that:
  - Is illegal, or promotes or encourages illegal activity;
  - Promotes, encourages or engages in child pornography or the exploitation of children;
  - Promotes, encourages or engages terrorism, violence against people, animals, or property;
  - Promotes, encourages or engages in any spam or other unsolicited bulk email, or computer or network hacking or cracking;
  - Violates the Ryan Haight Online Pharmacy Consumer Protection Act of 2008 or similar legislation, or promotes, encourages or engages in the sale or distribution of prescription medication without a valid prescription;
  - Infringes on the intellectual property rights of another User or any other person or entity;
  - Violates the privacy or publicity rights of another User or any other person or entity, or breaches any duty of confidentiality that you owe to another User or any other person or entity;
  - Interferes with the operation of this Site or the Services found at this Site;
  - Contains or installs any viruses, worms, bugs, Trojan horses or other code, files or programs designed to, or capable of, disrupting, damaging or limiting the functionality of any software or hardware; or
  - Contains false or deceptive language, or unsubstantiated or comparative claims, regarding Tactical Marketing Inc. or Tactical Marketing Inc.'s Services.
4. You will not copy or distribute in any medium any part of this Site or the Services found at this Site, except where expressly authorized by Tactical Marketing Inc..
5. You will not modify or alter any part of this Site or the Services found at this Site or any of its related technologies.
6. You will not access Tactical Marketing Inc. Content (as defined below) or User Content through any technology or means other than through this Site itself, or as Tactical Marketing Inc. may designate.
7. You agree to back-up all of your User Content so that you can access and use it when needed. Tactical Marketing Inc. does not warrant that it backs-up any Account or User Content, and you agree to accept as a risk the loss of any and all of your User Content.

8. You will not use this Site or the Services found at this Site, including any of Tactical Marketing Inc.'s related technologies, for any commercial use without Tactical Marketing Inc.'s express prior written consent.

Tactical Marketing Inc. reserves the right to modify, change, or discontinue any aspect of this Site or the Services found at this Site, including without limitation prices and fees for the same, at any time.

## **5. YOUR USE OF TACTICAL MARKETING INC. CONTENT AND USER CONTENT**

In addition to the general rules above, the provisions in this Section 5 apply specifically to your use of Tactical Marketing Inc. Content and User Content posted to Tactical Marketing Inc.'s corporate websites (i.e., those sites which Tactical Marketing Inc. directly controls or maintains). The applicable provisions are not intended to and do not have the effect of transferring any ownership or licensed rights (including intellectual property rights) you may have in content posted to your hosted websites.

*Tactical Marketing Inc. Content.* Except for User Content, the content on this Site and the Services found at this Site, including without limitation the text, software, scripts, source code, API, graphics, photos, sounds, music, videos and interactive features and the trademarks, service marks and logos contained therein ("Tactical Marketing Inc. Content"), are owned by or licensed to Tactical Marketing Inc. in perpetuity, and are subject to copyright, trademark, and/or patent protection in the United States and foreign countries, and other intellectual property rights under United States and foreign laws. Tactical Marketing Inc. Content is provided to you "as is", "as available" and "with all faults" for your information and personal, non-commercial use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purposes whatsoever without the express prior written consent of Tactical Marketing Inc.. No right or license under any copyright, trademark, patent, or other proprietary right or license is granted by these Terms of Use. Tactical Marketing Inc. reserves all rights not expressly granted in and to the Tactical Marketing Inc. Content, this Site and the Services found at this Site, and these Terms of Use do not transfer ownership of any of these rights.

*User Content.* Some of the features of this Site or the Services found at this Site may allow Users to view, post, publish, share, store, or manage (a) ideas, opinions, recommendations, or advice ("User Submissions"), or (b) literary, artistic, musical, or other content, including but not limited to photos and videos (together with User Submissions, "User Content"). By posting or publishing User Content to this Site or to the Services found at this Site, you represent and warrant to Tactical Marketing Inc. that (i) you have all necessary rights to distribute User Content via this Site or via the Services found at this Site, either because you are the author of the User Content and have the right to distribute the same, or because you have the appropriate distribution rights, licenses, consents, and/or permissions to use, in writing, from the copyright or other owner of the User Content, and (ii) you do not violate the rights of any third party.

*Security.* You agree not to circumvent, disable or otherwise interfere with the security-related features of this Site or the Services found at this Site (including without limitation those features

that prevent or restrict use or copying of any Tactical Marketing Inc. Content or User Content) or enforce limitations on the use of this Site or the Services found at this Site, the Tactical Marketing Inc. Content or the User Content therein.

## **6. TACTICAL MARKETING INC.'S USE OF USER CONTENT**

The provisions in this Section 6 apply specifically to Tactical Marketing Inc.'s use of User Content posted to Tactical Marketing Inc.'s corporate websites (i.e., those sites which Tactical Marketing Inc. directly controls or maintains). The applicable provisions are not intended to and do not have the effect of transferring any ownership or licensed rights (including intellectual property rights) you may have in content posted to your hosted websites.

*Generally.* You shall be solely responsible for any and all of your User Content or User Content that is submitted through your Account, and the consequences of, and requirements for, distributing it.

*With Respect to User Submissions.* You acknowledge and agree that:

1. Your User Submissions are entirely voluntary.
2. Your User Submissions do not establish a confidential relationship or obligate Tactical Marketing Inc. to treat your User Submissions as confidential or secret.
3. Tactical Marketing Inc. has no obligation, either express or implied, to develop or use your User Submissions, and no compensation is due to you or to anyone else for any intentional or unintentional use of your User Submissions.
4. Tactical Marketing Inc. may be working on the same or similar content, it may already know of such content from other sources, it may simply wish to develop this (or similar) content on its own, or it may have taken / will take some other action.

Tactical Marketing Inc. shall own exclusive rights (including all intellectual property and other proprietary rights) to any User Submissions posted to this Site, and shall be entitled to the unrestricted use and dissemination of any User Submissions posted to this Site for any purpose, commercial or otherwise, without acknowledgment or compensation to you or to anyone else.

*With Respect to User Content (Other Than User Submissions).*

If you have a website hosted by Tactical Marketing Inc. or another service provider, you shall retain all of your ownership or licensed rights in User Content posted to your website.

However, if you post or publish your User Content to this Site, you authorize Tactical Marketing Inc. to use the intellectual property and other proprietary rights in and to your User Content to enable inclusion and use of the User Content in the manner contemplated by this Site and these Terms of Use. Accordingly, you hereby grant Tactical Marketing Inc. a worldwide, non-exclusive, royalty-free, sublicensable (through multiple tiers), and transferable license to use, reproduce, distribute, prepare derivative works of, combine with other works, display, and perform your User Content in connection with this Site and Tactical Marketing Inc.'s (and Tactical Marketing Inc.'s affiliates') business(es), including without limitation for promoting

and redistributing all or part of this Site in any media formats and through any media channels without restrictions of any kind and without payment or other consideration of any kind, or permission or notification, to you or any third party. You also hereby grant each User of this Site a non-exclusive license to access your User Content (with the exception of User Content that you designate “private” or “password protected”) through this Site, and to use, reproduce, distribute, prepare derivative works of, combine with other works, display, and perform your User Content as permitted through the functionality of this Site and under these Terms of Use. The above licenses granted by you in your User Content terminate within a commercially reasonable time after you remove or delete your User Content from this Site. You understand and agree, however, that Tactical Marketing Inc. may retain (but not distribute, display, or perform) server copies of your User Content that have been removed or deleted. The above licenses granted by you in your User Content are perpetual and irrevocable. Notwithstanding anything to the contrary contained herein, Tactical Marketing Inc. shall not use any User Content that has been designated “private” or “password protected” by you for the purpose of promoting this Site or Tactical Marketing Inc.’s (or Tactical Marketing Inc.’s affiliates’) business(es).

## **7. MONITORING OF CONTENT; ACCOUNT TERMINATION POLICY**

Tactical Marketing Inc. generally does not pre-screen User Content (whether posted to a website hosted by Tactical Marketing Inc. or posted to this Site). However, Tactical Marketing Inc. reserves the right (but undertakes no duty) to do so and decide whether any item of User Content is appropriate and/or complies with these Terms of Use. Tactical Marketing Inc. may remove any item of User Content (whether posted to a website hosted by Tactical Marketing Inc. or posted to this Site) and/or terminate a User’s access to this Site or the Services found at this Site for posting or publishing any material in violation of these Terms of Use, or for otherwise violating these Terms of Use (as determined by Tactical Marketing Inc. in its sole and absolute discretion), at any time and without prior notice. Tactical Marketing Inc. may also terminate a User’s access to this Site or the Services found at this Site if Tactical Marketing Inc. has reason to believe the User is a repeat offender. If Tactical Marketing Inc. terminates your access to this Site or the Services found at this Site, Tactical Marketing Inc. may, in its sole and absolute discretion, remove and destroy any data and files stored by you on its servers.

## **8. ADDITIONAL RESERVATION OF RIGHTS**

Tactical Marketing Inc. expressly reserves the right to deny, cancel, terminate, suspend, lock, or modify access to (or control of) any Account or Services (including the right to cancel or transfer any domain name registration) for any reason (as determined by Tactical Marketing Inc. in its sole and absolute discretion), including but not limited to the following: (i) to correct mistakes made by Tactical Marketing Inc. in offering or delivering any Services (including any domain name registration), (ii) to protect the integrity and stability of, and correct mistakes made by, any domain name registry, (iii) to assist with our fraud and abuse detection and prevention efforts, (iv) to comply with applicable local, state, national and international laws, rules and regulations, (v) to comply with requests of law enforcement, including subpoena requests, (vi) to comply with any dispute resolution process, (vii) to defend any legal action or threatened legal action without consideration for whether such legal action or threatened legal

action is eventually determined to be with or without merit, or (viii) to avoid any civil or criminal liability on the part of Tactical Marketing Inc., its officers, directors, employees and agents, as well as Tactical Marketing Inc.'s affiliates.

Tactical Marketing Inc. expressly reserves the right to review every Account for excessive space and bandwidth utilization, and to terminate or apply additional fees to those Accounts that exceed allowed levels.

## **9. NO SPAM; LIQUIDATED DAMAGES**

You acknowledge you have read, understand and agree to be bound by Tactical Marketing Inc.'s Anti-Spam Policy referenced above and available [here](#). You agree Tactical Marketing Inc. may immediately terminate any Account which it believes, in its sole and absolute discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email. In addition, if actual damages cannot be reasonably calculated then you agree to pay Tactical Marketing Inc. liquidated damages in the amount of \$1.00 for each piece of spam or unsolicited bulk email transmitted from or otherwise connected with your Account.

## **10. TRADEMARK AND/OR COPYRIGHT CLAIMS**

Tactical Marketing Inc. supports the protection of intellectual property. If you would like to submit (i) a trademark claim for violation of a mark on which you hold a valid, registered trademark or service mark, or (ii) a copyright claim for material on which you hold a bona fide copyright, please refer to Tactical Marketing Inc.'s Trademark and/or Copyright Infringement Policy referenced above and available [here](#).

## **11. LINKS TO THIRD-PARTY WEBSITES**

This Site and the Services found at this Site may contain links to third-party websites that are not owned or controlled by Tactical Marketing Inc. Tactical Marketing Inc. assumes no responsibility for the content, terms and conditions, privacy policies, or practices of any third-party websites. In addition, Tactical Marketing Inc. does not censor or edit the content of any third-party websites. By using this Site or the Services found at this Site, you expressly release Tactical Marketing Inc. from any and all liability arising from your use of any third-party website. Accordingly, Tactical Marketing Inc. encourages you to be aware when you leave this Site or the Services found at this Site and to review the terms and conditions, privacy policies, and other governing documents of each other website that you may visit.

## **12. TARGETED ADVERTISEMENTS**

Tactical Marketing Inc. may display targeted, or interest-based, offers to our customers based on the products currently owned by the customer. These offers will display as varying product banners. There is no personal or geolocation information collected within these product banners to build a profile about your activities or that is shared with third party advertising companies.

We also partner with third parties to manage our advertising on other websites. Our third party partners may use technologies such as cookies to gather information about your activities on this Site and other websites in order to provide you with advertising based upon your browsing activities and interests, and to measure advertising effectiveness.

We also use a tool called Sizmek to place a cookie on our behalf. This cookie collects anonymous data that helps us conduct targeted advertising and improve the performance of our advertising on other websites.

**AMAZON ASSOCIATE** “We are a participant in the Amazon Services LLC Associates Program, an affiliate advertising program designed to provide a means for us to earn fees by linking to Amazon.com and affiliated sites.”

### **13. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES**

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THIS SITE AND THE SERVICES FOUND AT THIS SITE SHALL BE AT YOUR OWN RISK AND THAT THIS SITE AND THE SERVICES FOUND AT THIS SITE ARE PROVIDED “AS IS”, “AS AVAILABLE” AND “WITH ALL FAULTS”. TACTICAL MARKETING INC., ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TACTICAL MARKETING INC., ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND/OR (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND TACTICAL MARKETING INC. ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE SAME.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY TACTICAL MARKETING INC., ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (INCLUDING WITHOUT LIMITATION ITS CALL CENTER OR CUSTOMER SERVICE REPRESENTATIVES) WILL (I) CONSTITUTE LEGAL OR FINANCIAL ADVICE OR (II) CREATE A WARRANTY OF ANY KIND WITH RESPECT TO THIS SITE OR THE SERVICES FOUND AT THIS SITE, AND USERS SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE



ANY TERMINATION OR EXPIRATION OF THESE TERMS OF USE OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

#### **14. LIMITATION OF LIABILITY**

IN NO EVENT SHALL TACTICAL MARKETING INC., ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY THAT MAY RESULT FROM (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (V) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER, (VI) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN, (VII) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (VIII) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IX) ANY USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE, AND/OR (X) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT TACTICAL MARKETING INC. IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS SITE OR THE SERVICES FOUND AT THIS SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL TACTICAL MARKETING INC.'S TOTAL AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE PARTICULAR SERVICES THAT ARE THE SUBJECT OF THE CAUSE OF ACTION.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR

EXPIRATION OF THESE TERMS OF USE OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

## **15. INDEMNITY**

You agree to protect, defend, indemnify and hold harmless Tactical Marketing Inc. and its officers, directors, employees, and agents, from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by Tactical Marketing Inc. directly or indirectly arising from (i) your use of and access to this Site or the Services found at this Site; (ii) your violation of any provision of these Terms of Use or the policies or agreements which are incorporated herein; and/or (iii) your violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of these Terms of Use or your use of this Site or the Services found at this Site.

## **16. SUCCESSORS AND ASSIGNS**

These Terms of Use shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

## **17. NO THIRD-PARTY BENEFICIARIES**

Nothing in these Terms of Use shall be deemed to confer any third-party rights or benefits.

## **18. U.S. EXPORT LAWS**

This Site and the Services found at this Site are subject to the export laws, restrictions, regulations and administrative acts of the United States Department of Commerce, Department of Treasury Office of Foreign Assets Control ("OFAC"), State Department, and other United States authorities (collectively, "U.S. Export Laws"). Users shall not export or re-export, or allow the export or re-export of, the Services found at this Site in violation of any U.S. Export Laws. None of the Services found at this Site may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) any country with which the United States has embargoed trade; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List, or any other denied parties lists under U.S. Export Laws. By using this Site and the Services found at this Site, you agree to the foregoing and represent and warrant that you are not a national or resident of, located in, or under the control of, any restricted country; and you are not on any denied parties list; and you agree to comply with all U.S. Export Laws (including "anti-boycott", "deemed export" and "deemed re-export" regulations). If you access this Site or the Services found at this Site from other countries or jurisdictions, you do so on your own initiative and you are responsible for compliance with the local laws of that jurisdiction, if and to the extent those local laws are applicable and do not conflict with U.S. Export Laws. If such laws conflict with U.S. Export Laws, you shall not access this Site or the Services found at this Site. The

obligations under this section shall survive any termination or expiration of these Terms of Use or your use of this Site or the Services found at this Site.

## **19. COMPLIANCE WITH LOCAL LAWS**

Tactical Marketing Inc. makes no representation or warranty that the content available on this Site or the Services found at this Site are appropriate in every country or jurisdiction, and access to this Site or the Services found at this Site from countries or jurisdictions where its content is illegal is prohibited. Users who choose to access this Site or the Services found at this Site are responsible for compliance with all local laws, rules and regulations.

## **20. GOVERNING LAW; JURISDICTION; VENUE; WAIVER OF TRIAL BY JURY**

Except for disputes governed by the Uniform Domain Name Dispute Resolution Policy referenced above and available [here](#), these Terms of Use shall be governed by and construed in accordance with the federal law of the United States and the state law of Arizona, whichever is applicable, without regard to conflict of laws principles. You agree that any action relating to or arising out of these Terms of Use shall be brought in the state or federal courts of Maricopa County, Arizona, and you hereby consent to (and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to) jurisdiction and venue in the state and federal courts of Maricopa County, Arizona. You agree to waive the right to trial by jury in any action or proceeding that takes place relating to or arising out of these Terms of Use.

## **21. TITLES AND HEADINGS; INDEPENDENT COVENANTS; SEVERABILITY**

The titles and headings of these Terms of Use are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in these Terms of Use shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of these Terms of Use to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of these Terms of Use shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.

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