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You represent and warrant that you have not and you will not enter into any agreement or perform any act which might contravene the purposes and/or effects of these Terms of Use.

You represent and warrant that you will not delete any Content from the Website.

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**If you access any third party website through the website or otherwise, you do so at your own risk.**

**Hyperlinks to or from the website do not constitute third party endorsement of, sponsorship by or affiliation with us.**

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WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THE WEBSITE INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS.

WITHOUT LIMITING OUR GENERAL DISCLAIMER, WE DO NOT WARRANT THE AVAILABILITY, ACCURACY, COMPLETENESS, TIMELINESS, FUNCTIONALITY, RELIABILITY, SEQUENCING OR SPEED OF DELIVERY OF THE WEBSITE OR ANY PART OF THE CONTENT.

WINWATER'S LIABILITY WITH RESPECT TO THE WEBSITE IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

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## **8. Breach and Indemnification**

You will be responsible for any liability to WinWater that arises out of your breach of these Terms of Use or your use of the website.

You agree to indemnify, defend and hold harmless WinWater and its affiliates, agents, employees and third party sources from and against any and all suits, losses, claims, demands, liabilities, damages, costs and expenses (including reasonable attorneys' fees) that arise from or relate to: (i) your use of the Website (ii) your breach of these Terms of Use or any representation, warranty or covenant made by you in these Terms of Use, (iii) your violation of any applicable law, statute, ordinance, regulation or of any third party's rights, or (iv) claims asserted by third parties which, if proven, would place you in breach of representations, warranties, covenants or other provisions contained in these Terms of Use.

## **9. Updates to the Website and Modifications to the User Agreement**

You acknowledge that WinWater may update the website and its contents, and may modify the terms of these Terms of Use at any time. Modifications to these Terms of Use will be effective immediately upon posting unless we indicate otherwise; provided, however that WinWater will provide you notice of such modifications if and when you first login to the website after such modifications. You agree to review periodically the terms of these Terms of Use.

By entering any of the Website you agree to and fully accept these Terms of Use in its then current form each time you enter the website.

## **10. General**

These Terms of Use shall be governed by and construed under the laws of the state of New York, without regard to its choice of law rules. Any legal action brought hereunder shall be brought exclusively in the courts in New York, New York, and it is agreed that such courts shall have jurisdiction over the parties to this agreement and any dispute arising hereunder.

WinWater may monitor and record activity on the website and respond in compliance with our Privacy Policy as we deem appropriate.

Children under 18 are not eligible to use our Website.

If any provision of these Terms of Use is held to be invalid or unenforceable in any jurisdiction, such provision shall be deemed modified to the minimum extent necessary so that such provision shall no longer be held to be invalid or unenforceable, and these Terms of Use shall be interpreted so as to achieve the intent expressed herein to the greatest extent possible in the jurisdiction in question. Any such modification, invalidity or unenforceability shall be strictly limited both to such provision and to such jurisdiction.