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3. Indemnification. You agree to indemnify, defend and hold harmless our web site, its members, officers, directors, employees, agents, licensors, suppliers and any third party information providers to our website from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any use of our website or violation of this Agreement (including negligent or wrongful conduct) by you or any other person accessing our website. 4. Third Party Rights. The provisions of paragraphs 2 (Use of the Service), and 3 (Indemnification) are for the benefit of our website and its owners, officers, directors, employees, agents, licensors, suppliers, and any third party information providers to the Service. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its/their own behalf. 5. Further Terms of Service. We reserve the right to investigate complaints or reported violations of these Terms of Service and Conditions of Use and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any data necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, IP addresses and traffic data. This Agreement, in whole or in part, may be terminated without notice at any time for any reason. The provisions of paragraphs 1 (Copyright, Licenses and Idea Submissions), 2 (Use of the Service), 3

(Indemnification), 4 (Third Party Rights), 6 (Hiring an Attorney / No Attorney-Client Relationship), and 7 (Miscellaneous) shall survive any termination of this Agreement, in whole or in part. 6. Hiring an Investment Adviser, Attorney, or Medical or Other Professional / No Attorney-Client Relationship or Fiduciary Capacity. Choosing a lawyer, doctor, or investment adviser is a serious matter and should NOT be based solely on data contained on our websites or in advertisements. The law is constantly changing and the data may not be complete or accurate depending on your particular legal issue. Each legal issue depends on its individual facts and different jurisdictions have different laws and regulations. This is why you should seriously consider hiring licensed, professional counsel in your jurisdiction. Should the web site contain and medical/health products or services: Medical issues are complex, and can often stem from both organic and psychological factors. Never should a website be used as a source of diagnosing or treating medical problems. You should always consult your personal medical practitioner. Should the web site contain and financial/marketing services or products: Financial matters are highly individualistic. Risk tolerance is just one factor to consider before making any investments or financial decisions. For these, and other, reasons, you should look to the guidance of a trained professional, not a website. You may send us email, but in no instance will this communication in any way be construed as initiating an attorney-client relationship, or other professional relationship, and so the contact should not include confidential or sensitive data because your communication will not be treated as privileged or confidential. 7. Miscellaneous. Governing Law This Agreement shall be treated as though executed, set in force, and performed in the State of Arkansas. Accordingly, it shall be governed and construed in accordance with the laws of Arkansas in terms of those applicable to agreements, without regard to conflict of law principles. Disputes Any cause of action by you with respect to our www.zowiemarketing.com website must be instituted within one (1) year after the cause of action arose or be forever waived and barred. All actions shall be subject to the limitations set forth in these Terms of Service and Conditions of Use. Any legal claim arising out of or relating to these Terms of Service and Conditions of Use or our website, excluding intellectual property right infringement and other claims by us, shall be settled confidentially through mandatory binding arbitration per the American Arbitration Association commercial arbitration rules. The arbitration shall be conducted in Arkansas. Each party shall bear one half of the arbitration fees and costs incurred, and each party shall bear its own lawyer fees. All claims shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. Modification Neither the course of conduct between the parties nor industry trade practice

shall act to modify any provision of this Agreement. Assignability Our website may assign its rights and duties under this Agreement to any party at any time without notice to you.

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