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If, notwithstanding the other provisions of these Terms of Use, ALF is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the ALF Sites or any Content, ALF's liability shall in no event exceed the greater of: (1) the total of any subscription fee, license fee, or similar fees with respect to any service or feature of or on the ALF Sites paid in the six months prior to the date of the initial claim made against ALF, or (2) US\$100.00. Some jurisdictions, including Texas under certain consumer protection laws, may not allow limitations of liability, so the foregoing limitation may be adjusted to comply with applicable law.

Indemnity

You agree to indemnify and hold ALF, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries, and affiliates, harmless from any demands, loss, liability, claims, or expenses (including attorneys' fees), made against ALF by any third party due to or arising out of or in connection with your violation of these Terms of Use, to the extent permitted by Texas law.

Violation of These Terms of Use

ALF may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the ALF Sites, or to identify, contact, or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) ALF's rights or property, or the rights or property of visitors to or users of the ALF Sites, including ALF's customers. ALF reserves the right at all times to disclose any information that ALF deems necessary to comply with any applicable law, regulation, legal process, or governmental request, including under the Texas Data Privacy and Security Act or federal laws like the Electronic Communications Privacy Act (18 U.S.C. § 2510 et seq.). ALF also may disclose your information when ALF determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that ALF may preserve any transmittal or communication by you with ALF through the ALF Sites or any service offered on or through the ALF Sites, and may also disclose such data if required to do so by law or ALF determines that such preservation or disclosure is reasonably necessary to: (1) comply with legal process; (2) enforce these Terms of Use; (3) respond to claims that any such data violates the rights of others; or (4) protect the rights, property, or personal safety of ALF, its employees, users of or visitors to the ALF Sites, and the public.

You agree that ALF may, in its sole discretion and without prior notice, terminate your access to the ALF Sites and/or block your future access to the ALF Sites if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the ALF Sites. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice under Texas law (e.g., Texas Business and Commerce Code), and will cause irreparable harm to ALF, for which monetary damages would be inadequate, and you consent to ALF obtaining any injunctive or equitable relief that ALF deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies ALF may have at law or in equity.

You agree that ALF may, in its sole discretion and without prior notice, terminate your access to the ALF Sites, for cause, which includes (but is not limited to): (1) requests by law enforcement or other government agencies; (2) discontinuance or material modification of the ALF Sites or any service offered on or through the ALF Sites; or (3) unexpected technical issues or problems.

If ALF does take any legal action against you as a result of your violation of these Terms of Use, ALF will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to ALF, consistent with Texas law. You agree that ALF will not be liable to you or to any third party for termination of your access to the ALF Sites as a result of any violation of these Terms of Use.

Governing Law; Dispute Resolution

You agree that all matters relating to your access to or use of the ALF Sites, including all disputes, will be governed by the laws of the United States and by the laws of the State of Texas without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state courts in Travis County, Texas, or the federal court in the Western District of Texas, Austin Division, and waive any objection to such jurisdiction or venue. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred, unless a different limitation period is mandated by Texas law. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees as permitted under Texas law. In the event of any controversy or dispute between ALF and you arising out of or in connection with your use of the ALF Sites, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to

mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable Texas law.

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Any feedback you provide at an ALF Site shall be deemed to be non-confidential. ALF shall be free to use such information on an unrestricted basis, subject to applicable privacy laws such as the Texas Data Privacy and Security Act.

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Should ALF change any of the Terms of Use above, it will display them on the ALF Sites. Please review these Terms of Use frequently as ALF may modify them from time to time. As provided in the disclaimer above, only the Terms of Use in effect at the time of your visit will apply to you.