

TERMS OF USE

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND [IMAGEMAT] ("**IMAGEMAT**," "**WE**," "**US**" or "**OUR**") STATING THE TERMS OF USE THAT GOVERN YOUR USE OF THE IMAGEMAT WEBSITE, LOCATED AT [HTTP://WWW.IMAGEMAT.ORG](http://www.imagemat.org) (THE "**SITE**") AND SERVICES ACCESSIBLE THEREON (THE "**SERVICES**").

This Terms of Use Agreement ("**Agreement**"), including the Privacy Policy that can be found on the Privacy Policy page and is hereby incorporated into this Agreement by reference, sets forth the legally binding terms for Your use of the Services. Please review the Privacy Policy before You complete the account registration process and/or attempt to access the Services. By accessing and using the Services, You (the "**User**") agree to comply with and be bound by this Agreement.

If You sign up for additional features and services that are governed by additional terms and conditions, We will inform You accordingly when You sign up for these additional features and services. Unless the additional terms explicitly stipulate the contrary, they are hereby incorporated into this Agreement by reference.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE SERVICES OR PARTS THEREOF. BY ACCEPTING THIS AGREEMENT, ACCESSING THE SITE, OR USING THE SERVICES YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO LEGALLY BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

1. DEFINITIONS

"**Account**" means having access to the system by submitting Account Information to register to become a User.

"**Account Information**" means information that You provide to Us when setting up your Account and using the Services, including but not limited to, Your name, a password and contact information.

"**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Content**" means any work of authorship or information, including but not limited to research papers, reports, comments, opinions, postings, messages, text, files, images, photos, captions, works of authorship, e-mails, Account Information, Personal Information or other materials.

"**Personal Information**" means information found on Your profile that is personally identifiable, including but not limited to, names, street addresses, e-mail addresses, and phone numbers.

"**ImageMAT Content**" means Content provided by Us or Our licensors and/or partners.

2. YOUR ACCOUNT

In order to use all of the Services (and to become a User), You will be asked to provide Us with Account Information in order to create an Account on the Site.

- 2.1 Eligibility.** By using the Services, You represent and warrant that: (a) all registration information You submit is truthful and accurate; (b) You will maintain the accuracy of such information; (c) You are thirteen (13) years of age or older upon registration; and (d) Your use of the Services does not violate any applicable law or regulation, or any other obligation (including contractual obligation) You might have towards third parties.
- 2.2 Password.** When You sign up to become a User, You will also be asked to choose a password for Your Account. You are entirely responsible for maintaining the confidentiality of Your password, and You may not transfer Your password or Account to any other person. You agree not to use the Account or password of another User at any time. You agree to notify Us immediately if You suspect any unauthorized use of Your Account or access to Your password. ImageMAT reserves the right to require You to alter Your password if ImageMAT believes Your password is no longer secure. You are solely liable for any and all use of Your Account.
- 2.3 Account Ownership.** You own Your Account Information. As a User, You agree to provide certain rights to ImageMAT and Third Parties You authorize to use the Your Account Information in order to provide the Services and improve the Services. You also give permission to ImageMAT to access, gather and use Your Account Information, including all data and information related thereto, including but not limited to statistical information by logging IP addresses, browser type, operating system, referring/exit page, and date/time stamp for various purposes, including but not limited to research, advertising, Site development, user experience testing and due diligence.

3. TERM AND TERMINATION

- 3.1 Term of Agreement.** This Agreement commences on the date You accept it and will continue in effect while You are using and/or accessing the Services, unless specifically terminated earlier by ImageMAT or You. You may terminate this Agreement by deleting Your Account in accordance with Section 3.2 below. Upon the termination of this Agreement, You will stop using the Services.
- 3.2 Account Termination.** You may delete Your Account at any time and for any or no reason. Please note that even if You delete Your Account but continue to use the Services, Your use of the Services is still subject to this Agreement. Also note that Your Account is deemed to remain open and subject to the Terms of Use until thirty (30) days after Your Account deactivation has been confirmed. This delay in closing is set to allow You to restore Your Account Information with ease if the Account is closed by mistake or without full intention. We reserve the right to permanently store, maintain, display, use and permit other Users to use all Content uploaded by You even if You delete Your Account.

4. OWNERSHIP AND RESTRICTIONS

- 4.1 ImageMAT Content.** You acknowledge that all intellectual property rights in the ImageMAT Content and Services (excluding any Content provided by Users) are owned by ImageMAT, or Our licensors or partners and is protected by applicable intellectual property and other laws, including but not limited to copyright, trade-mark, patent, confidential information and trade secret, and You will not use such proprietary information or materials in any way except for use of the Services in compliance with the terms of this Agreement. In particular, You agree not to: (a) copy, reproduce, alter, adapt, aggregate, modify, publish, translate, deface, transmit, distribute, publicly perform or display, sell, decompile, disassemble, reverse engineer, or create derivative works from any aspect of the Services or the ImageMAT Content; and (b) rent, lease, loan, or sell access to the Services without prior written consent from ImageMAT. Provided You are a User and subject to the terms and conditions of this Agreement, We hereby grant You a limited, revocable, non-sublicensable license under the intellectual property rights licensable by Us to download, view and print ImageMAT Content from the Services solely for Your personal, non-commercial use in connection with your use of the Services.
- 4.2 Restrictions.** You shall not (i) permit any third party to access the Services, (ii) create derivative works based on the Services, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own

internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

5. ACCEPTABLE USE AND CONDUCT

- 5.1 Your Content.** You are solely responsible for your own Content and the consequences of submitting and publishing your own Content using the Services. You hereby represent and warrant that: (a) You own the Content you submit or publish using the Services, or otherwise control all necessary rights to use the Content, (b) Your grant of a license to ImageMAT in such Content, and its use in connection with the Services, does not and will not violate third party rights of any kind, including without limitation any intellectual property rights, or rights of publicity and privacy, (c) any information You provide through the use of the Services is correct, and (d) any information You provide as it relates to Your Account is correct and complete.
- 5.2 Prohibited Content.** You agree that You will not submit or publish any Prohibited Content in connection with the Services. "**Prohibited Content**" is Content that: (i) is offensive, abusive, or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; (ii) bullies, harasses or advocates stalking, bullying, or harassment of another person; (iii) involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing, or "spamming,"; (iv) is false or misleading or promotes, endorses or furthers illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; (v) promotes, copies, performs or distributes an illegal or unauthorized copy of another person's work that is protected by copyright or trade secret law, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protection devices, or providing pirated music, videos, or movies, or links to such pirated music, videos, or movies; (vi) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses and other harmful code; (vii) except as expressly approved by Us, involves commercial activities and/or promotions such as contests, sweepstakes, barter, advertising, or pyramid schemes; (viii) contains viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files, or similar software; or (ix) otherwise violates the terms of this Agreement or creates liability for Us.
- 5.3 Enforcement.** Any use of the Services in violation of this Agreement may result in, among other consequences, termination or suspension of Your rights to use the Services. We may disclose information about Your use of the Services in accordance with Our Privacy Policy. We have the right (but not the obligation) to review any Content and delete (or modify) any Content that in Our sole discretion violates this Agreement or which is Prohibited Content, or may otherwise violate the rights, harm, or threaten the safety of any User or any other person, or create liability for Us or any User. We reserve the right (but have no obligation) to investigate and take appropriate legal action in Our sole discretion against You if You violate this provision or any other provision of this Agreement, including without limitation, removing Content from the Services (or modifying it), terminating Your subscription and Account, reporting You to law enforcement authorities, and taking legal action against You. You are solely responsible for creating backup copies of and replacing any Content You post on the Services at Your sole cost and expense.
- 5.4 No Disruption.** You will not: (i) cover or obscure any banner advertisements on the Site or Services via HTML/CSS, scripting, or any other means, (ii) interfere with, disrupt, or create an undue burden on the Site, the networks or Services connected to the Site or take any action that imposes an unreasonable or disproportionately large load on the infrastructure used to run and maintain the Site; (iii) bypass any measures used to prevent or restrict access to the Site and/or Services; (iv) introduce software or automated agents to the Services, or access the Service so as to produce multiple accounts, generate automated messages, or to strip or mine data from the Site and/or Services; or (v) interfere with, disrupt, or modify any data or functionality of the Site and/or Services.
- 5.5 Linking to the Site.** If You link to the Site, You agree to do so only through the Site itself (or such other site to which You may be directed by Us) and not through any subsidiary site or sub-page of the Site or such subsidiary site. You agree that You will not display any material on Your website that is pornographic, defamatory, disparaging of Our products or services or the products or services of others, threatening, obscene, harassing or otherwise unlawful, nor will You claim or imply any endorsement by ImageMAT of You or Your business by virtue of Your link to the Site.

6. LICENSE

- 6.1 License.** We do not claim ownership in any Content that You upload, post, provide, make available, or otherwise transfer on the Services, but to be able to legally provide Our Users with the Services, We have to have certain rights to use such Content in connection with the Services, as set forth below. In accordance, You hereby grant to ImageMAT a worldwide, irrevocable, perpetual, non-exclusive, transferable, assignable, sub-licensable (through multiple tiers), fully-paid up and royalty-free license to copy, reproduce, display, edit, modify, adapt, perform, distribute, transmit and otherwise use all such Content (in whole or in part, including images and creative content), including but not limited to all copyright and all other intellectual property rights in such Content now or in the future, in all contexts, formats and media. In addition, You waive all moral rights You have in the Content to the fullest extent permitted by law. You should only make use of Content that You are comfortable sharing with others under the terms and conditions set forth herein. For the avoidance of doubt, the license granted by You under this Section 6 continues even if You terminate your Account and stop using the Site and/or Services.
- 6.2 Use of Your Content.** Content that is provided to ImageMAT through the use of account creation, document uploading and any other means is owned by the User. ImageMAT does not own this Content and simply holds license to use and access the Content, in accordance with Section 5.1 above, for the purposes of providing the Services. You understand and agree that ImageMAT retains the right to share your Account Information and Content with: (i) Our participating partners; and (ii) other third parties for the purpose of enhancing their understanding of how the Site is being used by Our Users so they may take steps to improve Your experiences on both Our Site and their sites.

7. THIRD PARTIES AND OTHER USERS

- 7.1 Third Party Content.** Content from other Users, advertisers, and other third parties is made available to You through the Services. Because We do not control such Content, (a) You agree that We are not responsible for any such Content, including advertising and information about third party products or service provided by other Users, and (b) We make no guarantees about the accuracy, currency, suitability, or quality of the information in such Content, and We assume no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful Content made available by other Users, advertisers, and third parties.
- 7.2 Responsibility.** Your interactions with other Users on the Site, if allowed by the Services, or with advertisers, including terms, conditions, warranties or representations associated with such dealings, are solely between You and the other User or advertiser. You agree that We are not responsible for any loss or damage incurred as the result of any such dealings or with respect to any other User's use or disclosure of information about You that You have provided to publicly available sections of the Site. If there is a dispute between You and any third party (including any User), We are under no obligation to become involved; however, We reserve the right, but have no obligation, to monitor disputes between You and other Users.
- 7.3 User Interaction.** You will not use any information obtained from the Services in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any User without their prior explicit consent. In order to protect Our Users from such advertising or solicitation, We reserve the right to restrict the number of communications which a User may send to other Users and the sharing of any Content in any period to a number and amount which We deem appropriate in Our sole discretion.

8. THIRD PARTY WEBSITES

The Site may contain links to third-party websites ("**Third-Party Websites**") (a) placed by Us as a service to those interested in this information; or (b) posted by other Users. You use all such links to Third Party Websites at Your own risk. We do not monitor or have any control over, and make no claim or representation regarding Third Party Websites. To the extent We provide such links, they are provided only as a convenience, and such link to a Third Party Website does not imply Our endorsement, adoption or sponsorship of, or affiliation with, such

Third Party Website. When You leave the Site, Our terms and policies no longer govern. Any transactions that take place between You and a Third Party are directly with such third party, and ImageMAT will not be held responsible for any loss or damage You may incur as a consequence thereof.

9. NOTICES

At ImageMAT's sole discretion, notices by ImageMAT to You regarding matters pertaining to this Agreement and/or the performance of this Agreement may be given by means of posting on the Site and/or via e-mail to You and/or on your account home page and/or account inbox.

10. COPYRIGHT POLICY

It is Our policy to terminate subscription privileges of any User who repeatedly infringes copyright upon prompt notification to Us by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you are a copyright owner, authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through the Site by completing the following Notice of Alleged Infringement and delivering it to ImageMAT's Designated Copyright Agent. Upon receipt of Notice as described below, ImageMAT will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Site.

Notice of Alleged Infringement

1. Identify the copyrighted work that you claim has been infringed, or - if multiple copyrighted works are covered by this Notice - you may provide a representative list of the copyrighted works that you claim have been infringed.
2. Identify the material or link you claim is infringing (or the subject of infringing activity) and to which access is to be disabled, including at a minimum, if applicable, the URL of the link shown on the Site or the exact location where such material may be found.
3. Provide your company affiliation (if applicable), mailing address, telephone number, and, if available, email address.
4. Include both of the following statements in the body of the Notice:
 - o "I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."
 - o "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of, the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."
5. Provide your full legal name and your electronic or physical signature.

Deliver this Notice, with all items completed, to Our Designated Copyright Agent at: [admin@imagemat.org]

11. DISCLAIMER

WE ARE NOT RESPONSIBLE FOR ANY INCORRECT OR INACCURATE CONTENT (INCLUDING ANY INFORMATION IN PROFILES) POSTED ON THE SITE, WHETHER CAUSED BY USERS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE SERVICES. WE DO NOT SCREEN OR CENSOR USER CONTENT. WE ARE NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICES. WE ASSUME NO RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR ALTERATION OF THE SITE, SERVICES OR ANY CONTENT POSTED THERETO. WE ARE NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY HARDWARE AND SOFTWARE DUE TO TECHNICAL PROBLEMS ON THE INTERNET OR AT THE SITE OR COMBINATION THEREOF, INCLUDING ANY INJURY OR DAMAGE TO USERS OR TO ANY PERSON'S

COMPUTER RELATED TO OR RESULTING FROM PARTICIPATION OR DOWNLOADING MATERIALS IN CONNECTION WITH THE SERVICES. UNDER NO CIRCUMSTANCES SHALL WE BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM USE OF THE SERVICES OR FROM ANY CONTENT POSTED TO OR PRODUCED USING THE SERVICES OR TRANSMITTED TO USERS, OR ANY INTERACTIONS BETWEEN USERS, WHETHER ONLINE OR OFFLINE.

THE USE OF THE SERVICES IS AT YOUR OWN RISK. IMAGEMAT ASSUMES NO RESPONSIBILITY PERTAINING TO THE IMAGEMAT CONTENT OR USE OF THE SERVICES.

THE IMAGEMAT CONTENT AND SERVICES ARE PROVIDED "AS-IS" AND AS AVAILABLE WITH NO WARRANTIES OR CONDITIONS WHATSOEVER. WE EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT: (A) THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, VIRUS-FREE OR ERROR-FREE BASIS; OR (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE. UNDER NO CIRCUMSTANCES SHALL IMAGEMAT BE LIABLE FOR ANY UNAUTHORIZED USE OF THE IMAGEMAT CONTENT AND/OR SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

12. LIMITATION OF LIABILITY

IN NO EVENT SHALL IMAGEMAT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INDIRECT DAMAGES RESULTING FROM OR ARISING IN CONNECTION WITH THE CONTENT, THE SITE, THE SERVICES, THE PRIVACY POLICY OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION LOSS OF REVENUES, LOSS OF USE, THE INCAPACITY TO REACH ANY OBJECTIVE, OR THE LOSS OF DATA OR OF COMPUTER TIME USE, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES BY YOU OR ANY OTHER PERSON.

WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT SHALL IMAGEMAT BE LIABLE TO YOU OR ANY PERSON: (A) ON ACCOUNT OF YOUR OR THAT PERSON'S USE OR MISUSE OF OR RELIANCE ON THE IMAGEMAT CONTENT OR OTHER MATERIALS ACCESSIBLE ON OR VIA THE SERVICES; OR (B) FOR ANY LOSS OR DAMAGE SUFFERED AS A RESULT OR IN CONNECTION WITH THE FAILURE, MALFUNCTION, INTERRUPTION, CHANGE, MODIFICATION, AMENDMENT OR WITHDRAWAL OF THE SERVICES.

IMAGEMAT WILL NOT BE RESPONSIBLE FOR ANY DAMAGES YOU OR ANY THIRD PARTY MAY SUFFER AS A RESULT OF THE TRANSMISSION, STORAGE OR RECEIPT OF CONFIDENTIAL, PERSONAL OR PROPRIETARY INFORMATION THAT YOU MAKE OR THAT YOU EXPRESSLY OR IMPLICITLY AUTHORIZE IMAGEMAT TO MAKE, OR FOR ANY ERRORS OR ANY CHANGES MADE TO ANY TRANSMITTED, STORED OR RECEIVED INFORMATION.

WITHOUT LIMITING THE FOREGOING IN THIS SECTION, THE LIMIT ON THE TOTAL CUMULATIVE LIABILITY OF IMAGEMAT TO YOU OR ANY OTHER PERSON, FOR ANY CLAIMS ARISING FROM OR RELATING TO THE SITE, THE SERVICES, THE CONTENT, THE PRIVACY POLICY OR THIS AGREEMENT, WILL NOT EXCEED FIFTY CANADIAN DOLLARS (\$50 CAD).

THE LIMITATIONS SPECIFIED ABOVE SHALL APPLY REGARDLESS OF THE CAUSES OR CIRCUMSTANCES GIVING RISE TO THE CLAIM, EVEN IF SUCH CLAIM IS BASED ON BREACH OF CONTRACT, NEGLIGENCE OR OTHER TORT, AND SHALL SURVIVE A FUNDAMENTAL BREACH OR FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR THIS AGREEMENT.

13. **MISCELLANEOUS**

13.1 Amendments. We reserve the right, in Our sole discretion, to change, modify or otherwise alter this Agreement from time to time, for any reason. When such changes occur, We will post the updated version of the Agreement on the Site together with the date on which it was revised. Such changes become effective immediately upon posting. If You do not agree to be bound by (or cannot comply with) the Agreement as amended, Your only remedy is to cancel Your Account and to cease using the Services. You will be deemed to have accepted the Agreement as amended thirty (30) days after the updated version of the Agreement is posted if you continue to use the Services. All other terms of this Agreement will continue in effect.

13.2 Force Majeure. Any delay in the performance of any duties or obligations of either party will not be considered a breach of this Agreement if such delay is caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, shortage of materials, fires, earthquakes, civil unrest, war, acts of terror, strikes or other labor problems (other than those involving Our employees), failures of common carriers (including Internet service providers), denial of service attacks, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.

13.3 Survival. The provisions under Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 will survive expiration or termination of this Agreement for any reason.

13.4 Indemnity. By using the Services, You agree to defend, indemnify, and hold Us, Our subsidiaries, Affiliates (if any), officers, agents, and other partners and employees, harmless from any actions, losses, liabilities, claims, demands, and expenses whatsoever including legal and other fees and disbursements, sustained, incurred or paid by any of them in respect of: (i) the content You provide; and (ii) Your use or misuse of the Site and/or Services, including without limitation infringement claims and any breach of this Agreement. ImageMAT reserves the right to assume, at its sole expense, the exclusive defense and control of any matter subject to indemnification by You, in which event You will fully cooperate with ImageMAT in asserting any available defences.

13.5 Governing Law. This Agreement shall be governed by the laws of the Province of Ontario, Canada without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction. You agree to submit to the personal jurisdiction of the provincial and federal courts located in Ontario, Canada.

13.6 Violations of this Agreement. Should You violate these terms and conditions or any other rights of ImageMAT, ImageMAT reserves the right to pursue any and all legal and equitable remedies against You, including, without limitation, restricting, suspending or terminating Your access to all or any part of the Site and/or Services.

13.7 Entire Agreement. This Agreement, including all exhibits and addenda hereto, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. If a court of competent jurisdiction deems any provision of this Agreement unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.

13.8 Other.

We may assign this Agreement, in whole, or in part, at any time, with or without notice to You. You may not assign Your rights or delegate Your duties under this Agreement, either in whole or in part, without Our prior written consent.

You agree to waive any right You may have to a trial by jury, or commence or participate in any class action against Us related to the Site, the Services or the Agreement.

This Agreement will ensure to the benefit of and be binding upon the parties to this Agreement and their respective successors, heirs and permitted assigns.

This Agreement was written in English (US). To the extent any translated version of this Agreement conflicts with the English version, the English version governs.

No provision of this Agreement will be interpreted against any party merely because that party or its legal representative drafted the provision.

Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision.

The section titles in this Agreement are for convenience only and have no legal or contractual effect: as used in the Agreement, the word "including" means "including but not limited to."

Please contact Us with any questions regarding this Agreement by e-mailing Us at: [\[admin@imagemat.org\]](mailto:admin@imagemat.org).

This Agreement was last updated June, 2013.