

Terms and Conditions

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Upon a request by Us, You agree to defend, indemnify, and hold harmless us and our subsidiaries, owners and other affiliates, and our and their employees, licensees, service providers, and our and their respective owners, representatives, employees, contractors, officers, and directors from all liabilities, claims, and expenses, including attorney's fees that arise from your use or misuse of the Site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

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These Terms of Use, policies, rules and guidelines posted on the Site constitute the entire contract between you and us and supersede all previous written or oral contracts. If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and

effect.

Choice Of Law And Location For Resolving Disputes.

The law of the State of Ohio governs this contract and any claim or dispute that you may have against us, without regard to Ohio's conflict of laws rules, and the United Nations Convention on Contracts for the International Sale of Goods shall have no applicability. You further agree that any disputes or claims that you may have against us will be exclusively resolved by a court located in Columbus, Ohio. You irrevocably consent to the venue and jurisdiction of such courts.

BY AGREEING TO THIS AGREEMENT, YOU ARE: (1) WAIVING CLAIMS THAT YOU MIGHT OTHERWISE HAVE AGAINST US BASED ON THE LAWS OF OTHER JURISDICTIONS, INCLUDING YOUR OWN; (2) IRREVOCABLY CONSENTING TO THE EXCLUSIVE JURISDICTION OF, AND VENUE IN, STATE AND FEDERAL COURTS IN THE STATE OF CALIFORNIA OVER ANY DISPUTES OR CLAIMS YOU HAVE WITH US; AND (3) SUBMITTING YOURSELF TO THE PERSONAL JURISDICTION OF COURTS LOCATED IN LOS ANGELES, CALIFORNIA FOR THE PURPOSE OF RESOLVING ANY SUCH DISPUTES OR CLAIMS

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- We may assign this contract at any time without notice to you. You may not assign this contract to anyone else.
- Our service providers are express third party beneficiaries of these Terms of Use and may (subject to our agreements with them) enforce our rights with respect to any infringement by you of the rights of our Service Providers without joining us in any suit.

Contact Information

The Wesley Group, LLC.
PO Box 961
Reynoldsburg, Ohio 43068