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3. AGE AND RESPONSIBILITY.

You represent that you are of sufficient legal age to use the Website and to create binding legal obligations for any liability you may incur as a result of the use of the Website. You understand that you are responsible for all uses of the Website.

5. NO WARRANTIES.

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The provisions of this Section 5 and Section 6 above represent a reasonable allocation of the risks under this Agreement. Essential Learning's willingness to allow you to use the Website reflects this allocation of risk and the limitations of liability specified herein.

7. INDEMNIFICATION.

You agree to indemnify Essential Learning and all of its affiliates, subsidiaries, business units, content providers, agents and the like, in each instance from and against any and all claims, suits, liabilities, expenses (including, without limitation, attorneys' fees), and/or damages arising out of claims based upon use your use of the Website including, without limitation, any claim of libel, defamation, violation of legal rights of others (including rights of privacy or publicity), loss of service by other subscribers and/or infringement of intellectual property or other rights.

8. LINKS.

The Website may contain links to websites operated by parties other than Essential Learning. Such links are provided for your reference only. Essential Learning does not control such websites and is not responsible for their contents. Essential Learning makes no representation or warranty regarding any other websites or the contents or materials on such websites. The Website's inclusion of links to other websites does not imply Essential Learning's endorsement of the material on the websites or any association with their operators. Any concerns regarding any such service or resource, or any link thereto, should be directed to the particular service or resource.

9. GOVERNING LAW.

This Agreement and its performance shall be governed by the laws of the state of California, United States of America, without regard to its conflict of law provisions. You consent and submit to the exclusive jurisdiction of the state and federal courts located in San Diego County, the state of California, United States of America, in all questions and controversies arising out of your use of this Website and this Agreement.

10. NO WAIVER.

The failure of either party to insist upon or enforce strict performance by the other party of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between you and Essential Learning nor the trade practice shall modify any provision of these terms and conditions.

11. MODIFICATION.

Essential Learning may at any time modify these terms and conditions and your continued use of this Website will be conditioned upon the terms and conditions in force at the time of your use.

12. ADDITIONAL TERMS.

Additional terms and conditions may apply to other portions of the Website, and you agree to abide by such other terms and conditions.

13. SEVERABILITY.

These terms and conditions shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

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