

## Terms of Service

*Last updated: Oct 28, 2013*

**IMPORTANT NOTICE TO USER:** PLEASE READ THIS DOCUMENT CAREFULLY. This Terms of Service Agreement (“Terms of Service”) is a legal agreement between you (referred to herein as “you” or “your”) and Aware Media, LLC a California Limited Liability Company (“Aware”) for access to and use of our website(s) including awareguide.com, awarecinema.com, and any other websites operated by Aware (collectively the “Websites”) and the related software, feeds, and services, including, without limitation, mobile and web services and applications owned, controlled or offered by Aware (referred to collectively as the “Service”).

**BY ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THESE TERMS OF SERVICE.** IF ANY OF THESE TERMS ARE UNACCEPTABLE TO YOU OR IN THE EVENT THAT ANY FUTURE CHANGES ARE UNACCEPTABLE TO YOU, DO NOT USE THE SERVICE. YOUR CONTINUED USE OF THE SERVICE NOW, OR FOLLOWING THE POSTING OF ANY CHANGES IN THESE TERMS OF SERVICE, WILL INDICATE ACCEPTANCE AND AGREEMENT BY YOU OF SUCH CHANGES.

YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO ENTER INTO THESE TERMS OF SERVICE AND TO BE BOUND BY ITS TERMS. IF YOU ARE ACTING ON BEHALF OF A COMPANY OR ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH COMPANY OR ENTITY.

### 1. The Service; Purchases.

1. The Service enables users to organize specialized single event screenings (“Events”) of motion pictures, audiovisual works and/or live entertainment (collectively the “Content”) at event spaces (“Venues”), subject to any restrictions set forth on the Service, including without limitation, in these Terms of Service and the **Host Agreement** (link).
2. The Service enables users to purchase tickets to Events. All purchases of tickets and any other products and/or services made via the Service are governed by the Ticket Purchase Policy (link), which is hereby incorporated by reference into these Terms of Service. You may not be able to use tickets purchased on the Service if you do not follow our Purchase Policy.
3. To use certain features and functionalities of the Service, you must create an account with us, and provide certain personal information about yourself to us. The decision to provide this information is purely optional; however, if you elect not to provide such information, you may not be able to access certain Content or use certain features and functionalities of the Service.
4. You agree that (i) you will use the Service solely for your own, non-commercial (except as set forth in the **Host Agreement**), personal use in accordance with these Terms of Service and in accordance with any specific rules or usage provisions specified by Aware on the Service, (ii) all information supplied by you to Aware will be true, accurate, current and complete, (iii) you may receive electronic communications (e.g., e-mail notices) from Aware from time to time, and (iv) you will review the latest version of these Terms of Service posted on the Service from time to time to check for amendments that may apply to you (as more fully described in Section 11 below). We retain the right at our sole discretion to deny or suspend access to the Service to anyone, at any time and for any reason, without any liability whatsoever.
5. You acknowledge and agree that your use of the Service, including, without limitation, the storage of any data, files, information and/or other materials on a server owned or under our control or in any way connected to the Service, shall be at your sole risk and responsibility and we shall have no obligation to back-up such data, files, information and/or other materials. We expressly reserve the right to limit storage capacity and to remove and/or delete any data, files, and/or other information stored or used in connection with the Service for any reason including, without limitation, if we deem, in our sole discretion, such data to be in violation of these Terms of Service and/or any rule or policy of ours and/or any local, state, or federal law or regulation.

6. You are solely responsible for any breach of your obligations under these Terms of Service and for the consequences (including, without limitation, any loss or damage which we and/or our licensees, licensors, assigns and/or successors may suffer) of any such breach.
  7. We cannot always foresee or anticipate technical or other difficulties which may result in failure to obtain data or loss of data, personalization settings, or other interruptions. We cannot assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, communications or settings.
2. **Restrictions on Use of the Service.** You represent, warrant, and agree that you will not:
1. use the Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms of Service and/or any and all applicable local, state and federal laws and regulations and international treaties;
  2. use the Service for the distribution, housing, processing, propagation, storage, or otherwise handling in any way abusive, defamatory, harassing, libelous, lewd, libelous, obscene, pornographic, threatening, or tortuous material, or any false or misleading material, or any other material (including, without limitation, links to such material) that we deem, in our sole discretion, to be objectionable whether or not such material is unlawful;
  3. permit or otherwise enable unauthorized users to access and/or use the Service;
  4. use the Service to export software or data in violation of applicable U.S. laws or regulations;
  5. sell, copy, duplicate, rent, lease, loan, distribute, transfer, or sublicense the Service, or otherwise permit any third party to use or have access to the Service for any purpose (except as expressly permitted by Aware in writing) or decompile, reverse engineer, disassemble, modify, create a derivative work of, display in human readable form, attempt to discover any source code, or otherwise use any software that enables or comprises any part of the Service;
  6. remove any copyright, trademark, patent or other proprietary notices from the Service;
  7. distribute, publish, exhibit, or otherwise use the Service, in any manner and for any purpose not expressly permitted under these Terms of Service or the Host Agreement;
  8. frame or utilize framing techniques to enclose the Service, or any portion thereof;
  9. exploit the Service or collect any data incorporated in the Service in any automated manner through the use of bots, metaspiders, crawlers or any other automated means;
  10. register as a user of the Service by providing false, inaccurate, or misleading information; post hyperlinks to commercial services or websites on the Service, except if and to the extent permitted in the Host Agreement;
  11. impersonate any person or entity, including, but not limited to, an employee of ours, or falsely state or otherwise misrepresent your affiliation with a person or entity;
  12. collect personal data about other users of the Service for commercial or any other purposes, except to the extent permitted in the Host Agreement;
  13. post irrelevant Content (as defined in Section 6 below), repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure;
  14. attempt to gain unauthorized access to our computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Service (or the servers and networks which are connected to the Service);
  15. make available Content (as defined in Section 6 below) that constitutes or contains "affiliate marketing," "link referral code," "junk mail," "spam," "chain letters," "pyramid schemes," or unsolicited commercial advertisement, except to the extent such Content is provided to you by Aware or one of our affiliates for a purpose specifically authorized by Aware in writing;

16. create or attempt to create multiple user accounts;
  17. post or submit any Content to the Service that is inaccurate, defamatory or violates or infringes the rights of any third parties, including, without limitation, any intellectual property rights and rights of publicity and/or privacy;
  18. engage in conduct that manipulates or misrepresents the integrity of any ratings or reviews of motion pictures, other audio-visual content and/or live performances that may be organized through the Service.
3. **Provision of the Service by Aware.** We are constantly improving the Service in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Service which we provide may change from time to time without prior notice to you. As part of this continuing innovation, you acknowledge and agree that we may decline to provide you access to the Service or stop (permanently or temporarily) providing the Service (or any features or programs or Content within the Service) to you or to users generally at our sole discretion, without liability or prior notice to you except for any applicable refund policy for Event tickets purchased via the Service, to the extent set forth in our Purchase Policy or otherwise on the Website. You may stop using the Service at any time. You do not need to specifically inform Aware when you stop using the Service. You acknowledge and agree that if we disable access to your account, you may be prevented from accessing the Service, your account details, or any files or other Content which is contained in your account. You acknowledge and agree that while we may not currently have set a fixed upper limit on the amount of storage space used for the provision of the Service, or the duration of time that we will store any information on your behalf, such fixed upper limits or temporal limits may be set by Aware at any time, in our sole discretion. Any new features that augment or enhance the current Service shall be subject to these Terms of Service.
4. **Access to the Service; Reservation of Rights.**
1. We hereby give you a personal, worldwide, revocable, non-assignable and non-exclusive right to access and use the Service in the manner and for the purposes expressly permitted by these Terms of Service. We also hereby grant you a limited, revocable, and non-exclusive right to create a hyperlink to the Website or subdomains thereof so long as the link does not portray us, our affiliates, or products or services provided by Aware or our affiliates in a false, misleading, derogatory, or otherwise offensive manner in our sole judgment, does not violate any local, state, or federal law or regulation and such link is in accordance with the terms and conditions of the Host Agreement and any guidelines set forth on the Service. You may not assign (or grant a sub-license of) your rights to use the Service, grant a security interest in or over your rights to use the Service, or otherwise transfer any part of your rights to use the Service and any such attempt shall be null and void at the time of such attempt.
  2. We reserve all right, title and interest in and to the Service not expressly granted to you under these Terms of Service. There are no implied licenses under these Terms of Service.
5. **Your Password and Account Security.** You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Service. Accordingly, you agree that you will be solely responsible to Aware for all activities that occur under your account. If you become aware of any unauthorized use of your password or of your account, you agree to notify Aware immediately at [support@awareguide.com](mailto:support@awareguide.com).
6. **Content in the Service.**
1. You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Service are the sole responsibility of the person from which such content originated. All such information is referred to as "Content".
  2. You acknowledge that Content presented to you as part of the Service may be protected by intellectual property rights which are owned by Aware or the persons and/or entities that

provide that Content to Aware (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically permitted to do so in accordance with the Host Agreement or by Aware or by the owners of that Content, in writing.

3. We reserve the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content.
4. You understand that by using the Service you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Service at your own risk.
5. You agree that you are solely responsible for (and that we have no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Service and for the consequences of your actions (including, without limitation, any loss or damage which we or our licensees, licensors, assigns and/or successors may suffer) by doing so. The Content that you create, transmit or display to Aware may be publicly available for viewing by other users of the Service and through or on third party services and web sites with whom we share such Content. You should only provide Content that you are comfortable sharing with others under these Terms of Service.

## **7. Intellectual Property.**

1. You acknowledge and agree that we (or our licensors) own all legal right, title and interest in and to the Service, including any intellectual property rights which subsist in the Service (whether those rights happen to be registered or not, and wherever in the world those rights may exist) including, without limitation, all rights with respect to copyrights, patents, trademarks, service marks, moral rights, trade names, domain names, technology, mask works, know-how, design rights, trade dress, trade secrets, inventions, ideas, processes, formulas, source code and object code, data, and similar rights, including without limitation, the information in any application, registration, or renewal thereof that may be protected under the intellectual property laws, regulations, or rules of any country. Without limiting the foregoing, all data, graphics, icons, images, logos, text, and the compilation of all content therein, and all service marks, trademarks, trade names, and trade dress depicted on the Service are owned by Aware (or our licensors).
2. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including, without limitation, copyright and trademark notices) which may be affixed to or contained within the Service.
3. You agree that in using the Service, you will not use any trademark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

## **8. Rights you grant to us.**

1. You retain copyright and any other rights you already hold in Content which you submit, post or display on or through, the Service.
2. By submitting, posting or displaying Content, you give Aware a worldwide, perpetual, fully-sublicensable, irrevocable, fully-paid up royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display, distribute and otherwise exploit any Content which you submit or post on or through the Service in any manner or media whatsoever, now known or hereafter developed, including, without limitation, in the advertising, marketing and publicity and merchandising of the Service.
3. You agree that we may use your feedback, suggestions, or ideas in any way, including in future modifications of the Service, other products or services, advertising or marketing materials. You grant Aware a perpetual, worldwide, fully transferable, sublicensable, irrevocable, fully-paid up, royalty free license to use the feedback you provide to Aware in any way.

4. You agree that we are not responsible for protecting and enforcing any intellectual property rights granted by you to Aware in connection with these Terms of Service and that we have no obligation to do so on your behalf.
5. In connection with Content you submit, post or display via the Service, you affirm, represent, and warrant that: you own or have the necessary licenses, rights, consents, and permissions to use and authorize Aware to use such Content in the manner contemplated by the Service and these Terms of Service. You further agree that you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including without limitation, privacy and publicity rights, unless you are the owner of such rights or have written permission from their rightful owner to post the material and to grant Aware all of the license rights granted herein.
6. You understand that we may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit Aware to take these actions.
7. You represent and warrant to Aware that you have all the rights, capacity, power and authority necessary to grant the above license.
9. **Copyright Agent.** The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe that your work has been copied and posted on the Service in a way that constitutes copyright infringement, please provide our copyright agent with the following information: an electronic or physical signature of the copyright owner or of the person authorized to act on behalf of the owner of the copyright interest; a description of the copyrighted work that you claim has been infringed; a description of where the material that you claim is infringing is located on the Service; your address, telephone number, and e-mail address; a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf. Any notification by a copyright owner or a person authorized to act on such copyright owner's behalf that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon Aware actual knowledge of facts or circumstances from which infringing material or acts are evident. Our copyright agent for notice of claims of copyright infringement can be reached as follows:

**Name:** Benjamin Phelan

**Company:** Aware Media, LLC

**Address:** 18 Lucky Drive #4, Corte Madera, CA 94904

**Telephone:** 650-394-5434

**Email:** [support@awareguide.com](mailto:support@awareguide.com)

We suggest that you consult your legal advisor before filing a notice with our copyright agent. You should note that there can be penalties for false claims under the DMCA.

10. **Privacy Policy.** For information about our data protection practices, please read our privacy policy (available [here](#)). This policy explains how we treat your personal information, and how we protect your privacy when you use the Service. You agree to the use of your data in accordance with our privacy policy.
11. **Changes to Terms of Service.** We reserve the right to change, amend and/or modify these Terms of Service, in whole or in part, at any time with or without notice. You hereby acknowledge and agree that such changes, amendments and/or modifications will become effective when posted on the Service or as otherwise provided by us. From time to time, we may post on the Service or otherwise notify you of additional or different rules and policies relating to the Service.

These rules and policies shall thereafter be part of these Terms of Service. If you use the Service after the posting or other notice of changes in these Terms of Service or changed rules or policies, you are agreeing to follow and be bound by them for such use.

12. **NO WARRANTIES.** THE SERVICE IS PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, QUALITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THE ACCURACY, RELIABILITY OR COMPLETENESS OF ANY INFORMATION PROVIDED BY AWARE IN CONNECTION WITH YOUR USE OF THE SERVICE, OR THAT THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY DATA, FILES, AND/OR OTHER INFORMATION STORED ON A SERVER OWNED OR UNDER OUR CONTROL OR IN ANY WAY CONNECTED WITH THE SERVICE, WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE, UNINTERRUPTED, ERROR-FREE, VIRUS-FREE OR SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN DISCLAIMERS OR LIMITATIONS OF WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM AWARE OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE.
13. **THIRD PARTY WEB SITES.** THE THIRD-PARTY WEB SITES LINKED TO OR FROM THE SERVICE ARE NOT CONTROLLED BY US. ACCORDINGLY, WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING SUCH THIRD-PARTY WEB SITES AND WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR USE OF OR RELIANCE ON SUCH WEB SITES. YOUR USE OF THIRD-PARTY WEB SITES IS AT YOUR OWN RISK. THE INCLUSION ON THE SERVICE OF A LINK TO A THIRD-PARTY WEB SITE DOES NOT IMPLY AN ENDORSEMENT BY US.
14. **DISCLAIMER OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE, OUR AFFILIATES, LICENSORS, LICENSEES, SUCCESSORS OR ASSIGNS OR ANY OF OUR OR THEIR DIRECTORS, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS OR THIRD PARTY LICENSORS, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE AND/OR THE SERVICE PROVIDED HEREUNDER OR ANY OTHER INTERACTIONS WITH US, INCLUDING WITHOUT LIMITATION, FROM THE CONTENT, ANY PRODUCT OR SERVICE PURCHASED THROUGH THE SERVICE, THE CANCELTION OR NONPERFORMANCE OF ANY EVENT (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND/OR CANCELTION), THE INABILITY TO USE TICKETS TO AN EVENT OR THE INABILITY TO ATTEND AN EVENT. MOREOVER, IN NO EVENT SHALL WE OR OUR AFFILIATES, LICENSORS, LICENSEES, SUCCESSORS OR ASSIGNS OR ANY OF OUR OR THEIR DIRECTORS, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS OR THIRD PARTY LICENSORS' TOTAL LIABILITY TO YOU FOR DAMAGES, LOSSES, LIABILITIES, EXPENSES AND/OR CLAIMS EXCEED THE PURCHASE PRICE PAID BY YOU FOR PRODUCTS OR SERVICES THROUGH THE SERVICE RELATED TO YOUR CLAIM FOR DAMAGES DURING THE SIX MONTHS PRIOR TO YOUR NOTICE TO AWARE OF ANY AND ALL CLAIMS BY YOU. THE ABOVE LIMITATIONS OF LIABILITY APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, RECKLESSNESS, PROFESSIONAL NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS OR LEGAL THEORY. SUCH LIMITATIONS OF LIABILITY SHALL APPLY WHETHER OR NOT THE DAMAGES ARISE DIRECTLY OR INDIRECTLY FROM: (i) THE USE OR MISUSE OF, OR RELIANCE UPON, THE SERVICE PROVIDED HEREUNDER; (ii) THE INABILITY TO USE THE

SERVICE FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR ANY FAILURE OF PERFORMANCE NOT LIMITED TO ACTS OF GOD, COMMUNICATION FAILURE, THEFT, OR DESTRUCTION; (iii) THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SERVICE; (iv) CANCELANATION OF AN EVENT OR (v) THE DELETION AND/OR CORRUPTION OF ANY DATA, INFORMATION, DOCUMENTS, FILES AND/OR ANY OTHER MATERIALS STORED ON A SERVER OWNED OR UNDER OUR CONTROL OR IN ANY WAY CONNECTED TO THE SERVICE. SUCH LIMITATIONS ON LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

15. **Release and Indemnification.** You agree to release, indemnify and hold harmless us, our affiliates, licensees, licensors, successors and assigns and any of our and their directors, members, officers, employees, agents and third party licensors, from and against any and all liabilities, losses, damages, claims and expenses, including attorneys' fees, with respect to (i) your use or misuse of, or reliance upon, the Service, (ii) your violation of these Terms of Service (including, without limitation, breach of your representations and warranties contained herein), any applicable laws or rights of another, and/or (iii) any Content you make available through the Service. For the avoidance of doubt, this section shall survive the termination of these Terms of Service. We may, in our sole and absolute discretion, control the defense and disposition (including its possible settlement) of any claim for which you are obligated to indemnify us, at your sole cost and expense and you will not settle, compromise or in any other manner dispose of any claim without our prior written consent.
16. **California Waiver.** If you are a California resident, you waive California Civil Code 1542, which says:  
"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
17. **Term and Termination.** These Terms of Service are effective until terminated by Aware or you as set forth below. We shall have the right to terminate these Terms of Service including, without limitation, your right to access and use the Service, at any time in our sole discretion and without advance notice to you. The licenses granted herein by Aware shall automatically terminate without advance notice if you fail to comply with any material provision of these Terms of Service. You may terminate these Terms of Service at any time by deleting your user account on the Service and discontinuing use of any and all parts of the Service. Upon termination of these Terms of Service for any reason, you shall immediately cease using the Service.
18. **Governing Law and Venue for Disputes.** These Terms of Service, and your relationship with Aware under these Terms of Service, shall be governed by the laws of the State of Texas without regard to its conflict or choice of laws provisions. Any dispute with us, or our officers, directors, employees, agents or affiliates, arising under or in relation to these Terms of Service shall be resolved exclusively through the federal or state courts located in Marin County, California (and courts with appellate jurisdiction therefrom), except with respect to imminent harm requiring temporary or preliminary injunctive relief in which case we may seek such relief in any court with jurisdiction over the parties. You understand that, in return for agreement to this provision, we are able to offer the Service at the terms designated, and that your assent to this provision is an indispensable consideration to these Terms of Service.  
You also acknowledge and understand that, with respect to any dispute with us, our officers, directors, employees, agents or affiliates, arising out of or relating to your use of the Service or these Terms of Service:  
\* YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY; and  
\* YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE.

19. **Severability.** If any provision in these Terms of Service is invalid or unenforceable or contrary to applicable law, such provision shall be construed, limited, or altered, as necessary, to eliminate the invalidity or unenforceability or the conflict with applicable law, and all other provisions of these Terms of Service shall remain in effect.
20. **No Assignment, Sublicense or Transfer.** You may not assign, sublicense, or transfer these Terms of Service or any rights or obligations hereunder without our prior written consent. Any such attempted assignment, sublicense, or transfer will be null and void and we, in our sole discretion, shall have the right to immediately terminate these Terms of Service.
21. **Communications by Us.** You agree that we may communicate with you electronically. Such electronic communications may consist of e-mail, notices posted on the Service, and other communications. You agree that all agreements, notices, disclosures, and other communications we send to you electronically will satisfy any requirement that such communication be in writing and, to the extent intended, such communication will be an enforceable and binding term or amendment to these Terms of Service.
22. **Entire Agreement.** These Terms of Service set forth the entire understanding and agreement between the parties relating to its subject matter. All provisions that should by their nature survive the termination of these Terms of Service shall survive the expiration of these Terms of Service. Any waiver of or promise not to enforce any right under these Terms of Service shall not be enforceable unless evidenced by a writing signed by the party making said waiver or promise. NO VENDOR, DISTRIBUTOR, DEALER, RETAILER, AGENT, SALES PERSON, OR OTHER PERSON IS AUTHORIZED BY AWARE TO MODIFY THESE TERMS OF SERVICE OR TO MAKE ANY WARRANTY, REPRESENTATION, OR PROMISE THAT IS DIFFERENT THAN OR IN ADDITION TO THE WARRANTIES, REPRESENTATIONS, OR PROMISES EXPRESSLY SET FORTH IN THESE TERMS OF SERVICE.