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The Website contains forward-looking statements, which reflect our current views with respect to, among other things, the operations and performance of our businesses. The words “believe”, “expect”, “anticipate”, “optimistic”, “intend”, “aim”, “will” or similar expressions are intended to identify forward-looking statements. Forward-looking statements are subject to various risks and uncertainties. Accordingly, there are or will be

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You agree to indemnify, defend, and hold us and our representatives and agents harmless from and against any and all third-party claims, demands, liabilities, costs, or expenses, including attorneys' fees and costs, arising from, or related to, (i) any breach by you of these Terms, (ii) your use of material or features available on the Website in an unauthorized manner, and/or (iii) a violation by you of any and all applicable laws, rules, or regulations.

Disputes; Governing Law and Forum

These Terms shall be governed by, construed and enforced in accordance with the laws of the State of Delaware, without giving effect to its conflict of laws provisions.

Notwithstanding the above, if a dispute arises that concerns a matter for injunctive or similar relief, for instance, if you have in any matter violated or threatened to violate the intellectual property rights of Canyon Bridge, we may seek injunctive or other appropriate relief in any state or federal court of competent jurisdiction, whether or not it is in the State of Delaware.

In the event of a Dispute arising under these Terms, your visit to the Website, or to products or services obtained on or through the Website (collectively “Disputes”), you and Canyon Bridge agree to resolve it with the help of a mutually agreed-upon mediator with the Judicial Arbitration and Mediation Services (“JAMS”) in Palo Alto, California. We will separately be responsible for our respective attorneys fees and the costs and fees associated with the mediation will be shared equally by each of us.

If the dispute does not arrive to a mutually satisfactory solution through mediation, you and Canyon Bridge agree to submit the dispute to confidential and binding arbitration on an individual non-class/non-representative basis. Arbitration on an individual basis is the exclusive remedy for any Disputes which might otherwise be brought on a class, collective or representative basis between you and Canyon Bridge.

This agreement to arbitrate will be governed by the Federal Arbitration Act, 9 U.S.C. § 1 (the “FAA”) and shall be in accordance with the Comprehensive Arbitration Procedures of JAMS, as modified by the Optional Expedited Arbitration Procedures adopted by JAMS. The Comprehensive Arbitration Procedures are available online at <https://www.jamsadr.com/rules-comprehensive-arbitration/> or by calling JAMS at 1-800-352.5267. The arbitration shall take place in Palo Alto, California. The arbitrator’s award shall be binding and may be entered as a judgment in any court of competent jurisdiction. You and Canyon Bridge shall select a mutually agreeable arbitrator from JAMS. Unless otherwise precluded by law, you and JAMS shall each separately pay your or its own attorneys’ fees and costs.

If any provision of this arbitration agreement is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, that provision shall be struck from the agreement to arbitrate, and the remainder of the arbitration agreement shall remain in full force and effect consistent with applicable law. However, in the event the provisions above waiving or precluding class arbitration proceedings are found to be invalid, unenforceable, or void for any reason, the entire agreement to arbitrate shall be void.

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Contact Information

Should you have any questions or concerns about these Terms, please email us at info@canyonbridge.com.

Effective Date

These Terms are effective and were last updated on December 1, 2016.