

# TERMS AND CONDITIONS FOR USE

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## **Introduction.**

Welcome to Cal Ripken, Sr. Foundation, Inc.'s ("CRSF's") website ("Website"). If you continue to browse and use this Website, you are agreeing to comply with and be bound by the following terms and conditions of use (the "Terms"), which, together with our Privacy Policy, govern CRSF's relationship with you as it relates to your use of this Website.

The term "Cal Ripken, Sr. Foundation, Inc.," "CRSF," "us," or "we" refers to the owner of the Website whose registered office is 1427 Clarkview Road, Suite 100, Baltimore, Maryland 21209. Our company registration number is available upon request. The term "you" refers to the user or viewer of our Website. The use of this Website is subject to the following Terms:

CRSF reserves the right to change or modify the Terms at any time and in its sole discretion. Any changes or modification will be effective immediately upon posting of the revisions on the Website. Your continued use of the Website following the posting of changes or modifications will constitute your acceptance of such changes or modifications. Therefore, you should periodically review the Terms from time to time. If you do not agree to the amended terms, you must stop using the Website.

## **Privacy Policy.**

Please refer to our Privacy Policy for information on how CRSF collects, uses and discloses information it collects from the Website users.

## **Authority**

By accessing, subscribing, downloading and/or otherwise using this Website, you (a) certify that you are at least 18 years of age, and that, if you are acting on the behalf of any person or entity, you are authorized to act on behalf of such party, (b) have read the Terms and have agreed to be legally bound by the Terms, and (c) agree to all operating rules and policies of CRSF that may be published on this Website.

## **Copyright and Limited License.**

Unless otherwise indicated in the Website, the Website and all content and other materials on the Website, including, without limitation all trademarks, service marks, designs, texts, graphics, pictures, information, data, software, methods, inventions, sound files, other files and the selection and arrangement thereof (collectively, the "Website Materials") are the proprietary property of CRSF or CRSF's licensors, or users and are protected by U.S. and international copyright, trademark, and other intellectual property laws. Permission is granted to access and use the Website in accordance with these Terms and the other rules and restrictions contained in the Website. CRSF hereby grants you during the term hereof, a non-exclusive, revocable, and non-assignable license to use the Website Materials for your immediate, personal, non-commercial use, provided that you retain all copyright, trademark, and other proprietary notices contained in the Website Materials. In addition, you agree that such permission does not include: (a) any commercial use or any resale or redistribution of the Website or the Website Materials therein; (b) the collection and use of any product listings, pictures or descriptions; (c) the distribution, public performance or public display of any Website Materials, (d) making any derivative uses of the Website and the Website Materials, or any portion thereof; (e) use of any data mining, robots or similar data gathering or extraction methods; (f) downloading (other than the page caching) of any portion of the Website, the Website Materials or any information contained therein, except as expressly permitted on the Website; or (g) any use of the Website or the Website Materials other than for its intended purpose. The permission granted herein is revocable at any time, with or without cause. Except as expressly stated herein, none of the Website Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted, transmitted or otherwise used in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of CRSF or the copyright owner. The permission given to you terminates automatically if you breach any of the Terms. Upon termination, you must immediately destroy any downloaded and printed Website Materials. You also may not, without CRSF's permission, "mirror" any material contained on this Website on any other server. Any unauthorized use of any Website Materials may violate applicable law (including copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes).

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## **Electronic Delivery Policy and Your Consent.**

By using the Website and/or Website Material, you consent to electronically receive from CRSF all communications including notices, agreements, legally required disclosures or other information in connection with the Website and/or Website Materials (collectively, “Notices”). CRSF shall provide such electronic Notices by posting them on this Website. If you desire to withdraw your consent to receive Notices electronically, you must discontinue your use of the Website and/or the Website Material.

## **Repeat Infringer Policy.**

CRSF respects the intellectual property of others, and we ask our users to do the same. In accordance with the Digital Millennium Copyright Act (“DMCA”) and other applicable law, CRSF has adopted a policy of terminating, in appropriate circumstances and at its sole discretion, the account of any users who are deemed to be repeat infringers. CRSF may also, at its sole discretion, limit access to this Website and/or terminate the accounts of any users who infringe the intellectual property rights of others (regardless of whether there is any repeat infringement).

## **Trademarks.**

The CRSF logo, the name Cal Ripken, Sr. Foundation, Inc., the CRSF initials, and any other product or service name or slogan contained in the Website and/or Website Materials are trademarks of CRSF, its corporate partners, licensors, or other respective owners, and may not be copied, imitated or used, in whole or in part, without the prior written permission of CRSF or the applicable trademark holder. You may not use any metatags or any other “hidden text” using “Cal Ripken, Sr. Foundation, Inc.,” the CRSF initials, or any other name, trademark or product or service name of CRSF without our prior written permission. Unless specifically stated otherwise, reference to any products, services, or other information, by trade name, trademark, manufacturer, and supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

## **Donations.**

Any Website user may become a donor (“Donor”) by pledging a donation to CRSF by using the donation tool on this Website. You acknowledge and agree that you are under no obligation to become a Donor or to pledge a donation and that you will be solely responsible for any decision to become a Donor. You understand that your contribution is being made to CRSF, that CRSF has exclusive legal control over all donations. In the event that you make a donation pledge, you will be required to provide credit card or other payment information at the time of the pledge. You represent and agree that all payment information you provide to CRSF will be true, accurate, current and complete and that you will update such payment information as necessary to maintain such information as true, accurate, current and complete. In the event that your payment cannot be processed due to inaccurate payment information, insufficient funds, or any other reason, you agree to immediately provide CRSF with alternative payment information to fulfill your donation pledge. You acknowledge and agree that all donations are final and will not be returned, in whole or in part.

## **CRSF Community.**

This Website, CRSF programs and event information, videos, photos, blogs, and chat allow users, and their families to connect with each other and CRSF across the country (“CRSF Community”).

You understand that all user generated information, data, text, photographs, graphics, video, messages, tags, or other materials contained in the CRSF Community pages (“Community Content”), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Community Content originated. This means that you, and not CRSF, are entirely responsible for all Community Content that you upload, post, email, transmit or otherwise make available via CRSF Community. CRSF does not guarantee the accuracy, integrity or quality of such Community Content.

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Under no circumstances will CRSF be liable in any way for any Community Content, including, but not limited to, any errors or omissions in any Community Content, or any loss or damage of any kind incurred as a result of the use of any Community Content posted, emailed, transmitted or otherwise made available via the CRSF Community.

You agree to not use this Website, the Website Materials, Community Content and/or CRSF Community to: (1) upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (2) harm minors in any way; (3) impersonate any person or entity, including, but not limited to, a CRSF employee, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity; (4) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through this Website, the Website Materials, Community Content and/or CRSF Community; (5) upload, post, email, transmit or otherwise make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (6) upload, post, email, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; (7) upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; (8) upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (9) disrupt the normal flow of dialogue, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges; (10) interfere with or disrupt this Website, the Website Materials, Community Content and/or the CRSF Community or servers or networks connected to this Website, the Website Materials, Community Content and/or the CRSF Community, or disobey any requirements, procedures, policies or regulations of networks connected to CRSF Community, including using any device, software or routine to bypass our robot exclusion headers; (11) intentionally or unintentionally violate any applicable local, state, national or international law, and any regulations having the force of law; (12) "stalk" or otherwise harass another; (13) post content that, in CRSF's sole judgment, may endanger or otherwise affect CRSF's tax exempt status, including but not limited to, content on behalf of (or in opposition to) any candidate for public office, and content that contains propaganda or that otherwise attempts to influence legislation; and/or (14) collect or store any data about other users in connection with the prohibited conduct and activities set forth in paragraphs herein.

You acknowledge that CRSF may or may not pre-screen Community Content, but that CRSF and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Community Content that is available via this Website. Without limiting the foregoing, CRSF and its designees shall have the right to remove any Community Content that violates these Terms or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Community Content, including any reliance on the accuracy, completeness, or usefulness of such Community Content. In this regard, you acknowledge that you may not rely on any Community Content created by CRSF or submitted to CRSF.

You acknowledge, consent and agree that CRSF may access, preserve and disclose your account information and Community Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce these Terms; (iii) respond to claims that any Community Content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of CRSF, its users and the public. You hereby release CRSF from any and all claims, damages, liabilities and causes of action arising out of such authorized disclosure of personal information.

You may be asked to provide certain personal information while on this Website. You represent and agree that all information you provide to CRSF will be true, accurate, current and complete and that you will update such information as necessary to maintain such information as true, accurate, current and complete. You agree that you are solely responsible for the protection of your password and any use of your user account by anyone to whom you provide your password. Without limiting the generality of the foregoing, you will be held liable for any violation of these Terms by anyone to whom you provide your password or otherwise allow access to your user account. If you believe that the security of your password has been

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compromised, or that anyone has used your password to make unauthorized access to your user account, it is your responsibility to immediately notify CRSF and to request a new password. CRSF cannot and will not be liable for any loss or damage arising from your failure to comply with these requirements. You acknowledge and agree that any personal information that you provide to the CRSF Community will be used by CRSF in accordance with our Privacy Policy.

## **License/Ownership.**

With respect to Community Content, CRSF may use Community Content anywhere, anytime and for any reason whatsoever, and without acknowledgement or compensation to you, subject only to our Website Privacy Policy with respect to our use of your personally identifiable information. You shall remain the sole and exclusive owner of the Community Content, and you shall be solely responsible for your Community Content and the consequences of posting or publishing them. By submitting your Community Content to CRSF, you hereby grant CRSF a worldwide, perpetual, non-exclusive, irrevocable, royalty-free, sublicenseable (through multiple tiers) and transferable license (with a right to create derivative works) to use, copy, distribute, perform, publicly perform and display your Community Content for any legal purposes whatsoever now known or hereinafter becomes known. You expressly waive any moral rights you may have in such Community Content.

Any Community Content that you provide to CRSF will be deemed public information and not subject to any confidentiality obligation and CRSF shall have no obligation to maintain its confidentiality except to the extent the Community Content contains personal identifiable information, in which case, CRSF's Privacy Policy shall govern CRSF's disclosure of such information.

By submitting Community Content, you waive the right to make any claim against CRSF or any of its respective parents, subsidiaries, affiliates, employees, agents, directors, officers, and shareholders related to the Community Content, including, but not limited to, unfair competition, invasion of privacy, negligence, breach of implied contract or breach of confidentiality, and you further waive all moral rights you may have in any materials uploaded or sent to us by you.

You represent and warrant that your Community Content: (a) shall be true, accurate, current, complete and not misleading, (b) shall not violate the rights of any third party, including, but not limited to, intellectual property and proprietary rights, (c) shall not be fraudulent or involve counterfeit or stolen information or items, (d) shall not violate any law, statute, ordinance or regulation, and (e) shall not create any liability for CRSF. You also agree to maintain and promptly update your Community Content by means of the Website, the Website Materials, Community Content and/or CRSF Community in order to keep that information true, accurate, current and complete.

## **Websites Linked From This Website.**

This Website may contain links to third party websites including, but not limited to, corporate sponsors that sell, manufacture or provide products and services. Any such links are provided solely as a convenience to you, and the inclusion of any such links does not imply endorsement, sponsorship or association between CRSF and any third party, product or service. Without limiting the generality of the foregoing, you agree that any such third party websites are not under the control of CRSF, that CRSF is not responsible for the content, products or services provided via any such third party websites, and that you are solely responsible for any claims, damages or liabilities incurred by you as a result of your use of any such third party websites. Your business dealings or correspondence with, or participation in promotions of, third parties other than CRSF, and any terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. CRSF is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third parties on the Website.

## **Websites Linking to This Website.**

If you would like to link another website to this Website, you may only do so if you obtain CRSF's prior permission. Such link may not suggest or imply CRSF's endorsement or approval of any product, position, entity, or individual, or portray CRSF in a false, misleading, derogatory or otherwise defamatory manner, and the linking site may not contain any adult or

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illegal material or any material that is offensive, harassing or otherwise objectionable. Any right to link may be revoked at any time. You may not use the CRSF logo or other proprietary graphic of CRSF to link to the Website without the express written permission of CRSF. Further, you may not frame the Website without CRSF's express written consent.

## **Confidentiality.**

At all times during the term hereof and at all times thereafter, you shall keep confidential and not disclose, directly or indirectly, and shall not use for your benefit or any other individual or entity, any Confidential Information of CRSF. "Confidential Information" means any trade secrets, or confidential or proprietary information whether in written, digital, oral or other form that is unique, confidential or proprietary to CRSF or its licensors, including, but not limited to, all materials or information related to the business or activities of CRSF that are not generally known to others engaged in similar businesses or activities.

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YOU ACKNOWLEDGE AND AGREE THAT THIS WEBSITE, AND ALL WEBSITE MATERIALS, COMMUNITY CONTENT, THE CRSF COMMUNITY AND SERVICES PROVIDED VIA THIS WEBSITE, ARE PROVIDED ON AN "AS IS" AND/OR "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU ACKNOWLEDGE AND AGREE THAT CRSF DOES NOT REPRESENT OR WARRANT THAT THIS WEBSITE, ANY WEBSITE MATERIAL, COMMUNITY CONTENT, OR SERVICES, WILL MEET YOUR REQUIREMENTS, OR THAT THE USE OF THIS WEBSITE, ANY WEBSITE MATERIAL, COMMUNITY CONTENT OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. CRSF HEREBY DISCLAIMS ALL WARRANTIES NOT EXPRESSLY SET FORTH IN THESE TERMS OF USE, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## **Limitation of Liability.**

IN NO EVENT WILL CRSF OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND/OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES ARISING OUT OF THESE TERMS, YOUR USE OF OR INABILITY TO USE THIS WEBSITE, WEBSITE MATERIALS AND COMMUNITY CONTENT, YOUR UPLOADING OR DOWNLOADING OF ANY CONTENT TO OR FROM THIS WEBSITE, OR ANY DONATION THAT YOU MAKE VIA THIS WEBSITE OR WEBSITE MATERIALS, REGARDLESS OF THE MANNER IN WHICH SUCH DAMAGES ARE INCURRED OR DESIGNATED, OR FOR ANY LOSS OF PROFITS, EVEN IF CRSF WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. SUBJECT TO THE FOREGOING, IN NO EVENT SHALL CRSF'S AGGREGATE LIABILITY TO YOU FOR ANY AND ALL DAMAGES, LOSSES, AND CAUSES OF ACTIONS (WHETHER IN CONTRACT, STRICT LIABILITY, TORT OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) EXCEED YOUR DONATION, IF ANY, BY YOU TO CRSF OR, IN ALL OTHER CASES, FIVE DOLLARS (\$5.00).

SOME STATES DO NOT ALLOW THE EXCLUSION OF LIABILITY FOR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU IN ALL CASES.

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## **Indemnity.**

You agree to defend, indemnify and hold CRSF, and its affiliates, independent contractors, service providers, suppliers, licensors and consultants, and their respective officers, directors, employees, and agents (the “Indemnified Parties”), harmless from and against any claims, damages, costs, actions, demands, liabilities, and settlements and expenses (including without limitation reasonable attorneys’ fees) arising out of or related to your violation of these Terms, any Community Content you post, store or otherwise transmit on or through the Website, or your use of or inability to use the Website, Community Content and/or Website Material, including without limitation any actual or threatened suit, demand or claim made against the Indemnified Parties, arising out of or relating to the Community Content, your conduct, or your violation of the rights of any third party.

## **Termination; Removal of User Community Content.**

Notwithstanding any of these Terms, CRSF reserves the right, without notice and in its sole discretion, to discontinue the Website, the Website Materials and/or CRSF Community and to terminate your license to use and block your access to the Website, the Website Materials and/or CRSF Community at any time without notice.

## **Additional Fees.**

You shall immediately notify CRSF if you know or have reason to believe that CRSF has been or will be required, as a result of activity arising out of or related to these Terms or the services contemplated hereunder by any court or administrative agency of the United States or any state or by any legal process to respond to any subpoena, search warrant, discovery or other directive under the authority of such court, administrative agency, governmental inquiry or process in connection with any proceeding or investigation in which you or any of your affiliates, officers, directors, agents, employees, or subcontractors is involved. Whether or not such notice is given by you, you shall directly assist CRSF in CRSF’s attempt to reduce the burdens of compliance with any such directives, and you shall reimburse any and all reasonable expenses incurred by CRSF and its affiliates in complying with any such directive, including, but not limited to, attorneys’ fees and CRSF’s outside counsel attorneys’ fees for representation and advice, travel and lodging expenses.

## **Arbitration.**

Except for the failure to pay any fees and/or disputes concerning a breach of the scope of the license granted herein, any other dispute arising out of, relating to or in any way connected with these Terms, on written request of either party served on the other, shall be submitted to final and binding arbitration before a single arbitrator. If the parties are unable to agree on an arbitrator within thirty (30) days after a party has served notice of a request to arbitrate, then an arbitrator shall be selected by the American Arbitration Association pursuant to its then-current rules, within fifteen (15) days after the parties are unable to agree on the arbitrator. Arbitration shall take place in the City of Baltimore in accordance with the Rules and Regulations of the American Arbitration Association (Commercial Division).

## **General.**

If any provision of these Terms is deemed unlawful, void or for any reason unenforceable, then such provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. No waiver of any of these Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

These Terms and your use of the Website, Website Materials, Community Content and/or CRSF Community are governed and construed in accordance with the laws of the State of Maryland, applicable to agreements made and to be entirely performed in the State of Maryland, without resort to its conflict of law provisions and without application of Maryland’s Uniform Computer Information Transactions Act. Subject to the arbitration clause, you agree that any action at law or in equity arising or in any way relating to these Terms shall be filed only in the state and federal courts located in the State of

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Maryland and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Terms.

CRSF controls and operates this Website from the United States. CRSF makes no representation that materials in this Website are appropriate or available for use in other locations, and access to this Website from territories where its contents are illegal is prohibited. Those who choose to access this Website from other locations must do so on their own initiative and are responsible for compliance with applicable local laws.

These Terms constitute the entire agreement and supersedes any and all other understandings and agreements between you and CRSF with respect to the subject matter hereof and no representation, statement or promise not contained herein shall be binding on you or CRSF. Although these Terms may be updated or modified by CRSF from time to time as set forth therein, CRSF will not be bound by any other amendments or modifications to these Terms unless expressly accepted in writing by CRSF in a written amendment expressly referencing these Terms. These Terms may not be supplemented or modified by any course of dealing or trade usage.

You acknowledge and agree that CRSF may modify or discontinue any or all features of this Website, the Website Materials and/or CRSF Community immediately and without notice to you in its sole and absolute discretion. You further acknowledge and agree that CRSF may suspend or terminate the CRSF Community, with or without notice, for any or no reason, in its sole and absolute discretion. You hereby release CRSF from any and all claims, damages, liabilities and causes of action arising out of the modification or discontinuation of any or all features of this Website and the suspension or termination of your access to this Website and/or any account connected to this Website.

## **CRSF Intellectual Property Notice.**

Pursuant to the DMCA, CRSF has designated the person listed below as its agent to receive notifications of alleged copyright or other intellectual property infringement on this Website. CRSF respects the intellectual property of others, and asks our users to do the same. If you believe that your work has been copied in a way that constitutes infringement, or your intellectual property rights have been otherwise violated, please provide CRSF's Copyright Agent the following information (the "IP Notice"): (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; (b) a description of the copyrighted work or other intellectual property that you claim has been infringed; (c) a description of where the material that you claim has been infringed is located on this Website, in the Website Material, and/or Community Content; (d) your address, telephone number and email address; (e) a 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; and (f) a statement by you, made under penalty of perjury, that the information in your IP Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

CRSF's Agent for transmitting the IP Notice for claims of copyright or other intellectual property infringement can be contacted at:

[info@ripkenfoundation.org](mailto:info@ripkenfoundation.org)

## **Questions & Contact Information.**

Thank you for your cooperation. Questions or comments regarding the Website should be directed by electronic mail to [info@ripkenfoundation.org](mailto:info@ripkenfoundation.org).

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## **Print these Terms.**

For record keeping purposes, CRSF encourages you to print these Terms and the ancillary documents described herein.

You agree that these Terms, combined with your act of using the Website and/or the services offered on or through the Website have the same legal force and effect as a written contract with your written signature and satisfy any laws that require a writing or signature, including any applicable Statute of Frauds. You further agree that you shall not challenge the validity, enforceability or admissibility of this Agreement on the grounds that it was electronically transmitted or authorized. In addition, you acknowledge that you have had the opportunity to print this Agreement.

Created: December 19, 2012.