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UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR ACCOUNT, OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT OUR TOTAL LIABILITY FOR ALL CLAIMS RELATING TO YOUR USE OF THIS WEBSITE AND OUR SERVICES SHALL IN NO EVENT EXCEED THE AMOUNT YOU PAID TO US FOR SERVICES DURING THE TWELVE-MONTH PERIOD PRECEDING THE DATE OF YOUR CLAIM.

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YOU AGREE TO PROTECT, DEFEND, INDEMNIFY AND HOLD DIGIBYTE ALLIANCE AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ASSIGNS, PARTNERS, SUPPLIERS, OR CONTENT PROVIDERS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, JUDGMENTS, PENALTIES, LOSSES, COSTS, DAMAGES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES FOR LITIGATION AND/OR ARBITRATION) RELATED TO OR ASSOCIATED WITH YOUR USE OF THE WEBSITE SUFFERED OR INCURRED BY US, INCLUDING, WITHOUT LIMITATION, ANY CLAIM ARISING FROM:

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- YOUR ACCESS OR USE OF THE WEBSITE AND ANY SERVICES;
- YOUR VIOLATION OF ANY THIRD-PARTY RIGHT, INCLUDING WITHOUT LIMITATION ANY RIGHT OF PRIVACY, PUBLICITY RIGHTS OR INTELLECTUAL PROPERTY RIGHTS;
- YOUR VIOLATION OF ANY LAW, RULE OR REGULATION OF THE UNITED STATES OR ANY OTHER COUNTRY;
- ANY OTHER PARTY'S ACCESS AND/OR USE OF THE WEBSITE AND ITS FUNCTIONS AND SERVICES WITH YOUR UNIQUE NAME, PASSWORD OR OTHER SECURITY CODE;
- ANY COPYRIGHT INFRINGEMENT CLAIMS THAT MAY ARISE FROM OUR USE OF LEGAL DOCUMENTS OR OTHER MAIL ON YOUR BEHALF;
- THE FAILURE OF ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO THE UNITED STATES POSTAL SERVICE OR ANY COMMERCIAL DELIVERY OR COURIER SERVICE, TO PROVIDE DELIVERY OR COURIER SERVICES ACCURATELY AND ON TIME;
- ANY LOSS, DAMAGE OR DESTRUCTION OF YOUR LEGAL DOCUMENTS BY ANY CAUSE WHATSOEVER;
- OUR BEING NAMED AS A DEFENDANT IN AN ACTION BASED ON OUR STATUS AS YOUR REGISTERED AGENT; AND
- ANY CLAIMS OR ACTION BROUGHT AGAINST US RELATING TO YOUR FAILURE TO MAINTAIN UPDATED INFORMATION ON ANY OF OUR WEBSITES.

CHOICE OF LAW AND FORUM

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Last Updated: January 2024