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MTP may change any of the terms in this Agreement at any time. Changes will become effective upon posting. Changes will be prominently displayed. If You do not wish to accept the changes to the terms of this Agreement, You may cancel your access to the relevant website as described below. Continued use of MTP websites accessed through Your MTP Account constitutes Your acceptance of the terms of the modified Agreement.

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MTP offers websites and other digital assets and services available through the Internet that require end user registration. This document will refer to these digital assets, including software, products, applications or other services offered in connection with MTP web properties, collectively as "**the Website**". In the event of a conflict between the terms and conditions of this Agreement and more specific terms and conditions that apply to another MTP Website or integrated partner Website, the more specific terms and conditions shall prevail with respect to such conflict and only to Websites governed by such other terms of use.

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Use of the Information and Materials of the Website

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2. Permitted Uses of Materials. You may, on an occasional and irregular basis, include *insubstantial* portions of Materials from the Website in memoranda, reports and presentations, and then only to the extent that such use is for educational purposes and of a non-commercial nature, does not otherwise diminish the pedagogical or commercial value of the Materials, and is otherwise permissible as "fair use", "fair dealing" or its equivalent under applicable copyright and intellectual property law. In each such instance, You must include proximate to any excerpted Materials all copyright, trademark and other notices from the Website (whether or not included in the particular Materials used), and appropriate source attribution to MTP and its licensors.

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The Website may provide functionalities for users to upload or post comments, ideas, articles, information, data, text, software, music, sound, photographs, graphics, video, messages, and other materials or submissions ("End User Content"). You should only post End User Content that is Your own original work or for which You have otherwise obtained the necessary right or permission to publicly broadcast. The views and opinions expressed in any End User Content do not necessarily reflect those of MTP or its licensed content providers or licensors. The end user who posted the End User Content is solely responsible for such End User Content. You acknowledge that MTP does not pre-screen End User Content. MTP and its designees reserve the right (but not the obligation) at their sole discretion to monitor, refuse to post, or remove any End User Content for any reason. MTP reserves the right to terminate Your access to the Website to prevent further posting of prohibited End User Content. Please notify MTP if You discover any Prohibited End User Content.

MTP does not guarantee the accuracy, integrity or quality of End User Content and disclaims all liability for any errors, omissions, violation of third-party rights or illegal conduct arising from End User Content posted, emailed or otherwise transmitted via the Website.

Prohibited End User Content. You agree not to upload, post, email or otherwise transmit any End User Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, indecent, offensive, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable.

You do not have a right to transmit under any law or under contractual or fiduciary relationship (such as inside information, proprietary and confidential

information learned or disclosed as part of employment relationships or under nondisclosure agreements) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; contains software viruses or other contaminating or destructive devices, features 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 or provides information relating to or otherwise facilitating the use of malware or other destructive materials or mechanisms; contains advertising or promotional material of any kind; contains a third party's Personal Information except in connection with the posting and/or transmittal of grades or other information by an instructor or educational institution in a manner which may be accessed only by the relevant end user; undermines the pedagogical purpose of the Material on the Website and the course with which it is used, including but not limited to answers to questions used in the Website).

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Restrictions on Use of the Website. You agree not to use the Website to upload, post, email or otherwise transmit any prohibited End User Content or otherwise violate this Agreement:

impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity; including using another person's Login Credentials;

upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "Spam," "chain letters," "pyramid schemes," or any other form solicitation;

use or attempt to use any "deep-link," "scraper," "robot," "bot," "spider," "data mining," "computer code" or any other automated device, program, tool, algorithm, process or methodology or manual process having similar processes or functionality, to access, acquire, copy, or monitor any portion of the Website, any data or content found on or accessed through the Website or any other MTP Materials without the prior express written consent of MTP;

obtain or attempt to obtain through any means any Materials, End User Content, or any other data, content, software or code available on or through the Website ("Website Content") that have not been intentionally made publicly available either by their public display on the Website or through their accessibility by a visible link on the Website;

violate any measure employed to limit or prevent access to the Website or Website Content;

violate the security of the Website or attempt to gain unauthorized access to the Website, Website Content, or computer systems or networks connected to any service of the Website through hacking, password mining or any other means;

interfere or attempt to interfere with the proper working of the Website or any activities conducted on or through the Website, including accessing any Website Content prior to the time that it is intended to be available to the public on the Website;

take or attempt any action that, in the sole discretion of Pearson, imposes or may impose an unreasonable or disproportionately large load or burden on the Website or the infrastructure of the Website;

disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects other users' ability to engage in real-time exchanges or to normally post messages, articles, or submissions;

interfere with or disrupt the Website or servers or networks connected to the Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website;

violate any applicable local, state, national or international law or the academic rules or other policies of Your educational institution or other sponsoring organization; or

engage in any conduct which otherwise diminishes the pedagogical or commercial value of the Materials.

MTP Privacy Policy for Disclosure of Demographic and Personal Information

Demographic Information. By using the Website, You agree that MTP may collect, use, sell, license and otherwise distribute demographic data about Your use of the Website in a form which has been modified so that You may not reasonably be identified to assist in market evaluation, product assessment and improvement, educational research and for other purposes as reasonably determined by MTP.

Personal Information. For the purposes of this Agreement, “Personal Information” means information collected by MTP on this Website or otherwise provided by You which contains identifiable information such as Your name, email, physical address, username, password, social security number, financial account numbers, and/or tax, social insurance, or other national identification number.

Consent. Consent can be express (for example, electronically by accepting terms describing the intended uses and disclosures of Personal Information) or implied (for example, when You provide Personal Information necessary for a service You have requested). Generally, by providing us with Personal Information, we will assume that You consent to our collection, use and disclosure of such information for the purposes identified or described in this Privacy Policy, or as otherwise specified at the time of collection.

Collection, Use and Disclosure of Personal Information. MTP will not disclose Personal Information associated with Your use of the Website to any third parties not affiliated with MTP except as set forth in this Agreement. By accepting this Agreement, you acknowledge and agree that MTP may collect, use and disclose Your Personal Information *as permitted and/or required by local privacy regulations applicable to You*. By accepting the terms of this Agreement, You explicitly consent to the following uses and disclosures of Your Personal Information (to the extent applicable to You) for the purposes stated herein:

(a) Personal Information may be disclosed to and collected, used and/or stored by Pearson, and may be transferred to affiliates of MTP and/or authorized vendors (vendors that provide services on our behalf subject to the restrictions of this Privacy Policy) for the purposes of hosting, maintaining and supporting the Website, providing technical and customer support, processing payment, and managing and administering our business. MTP takes reasonable contractual, technical and procedural measures to protect Personal Information and comply with applicable local laws and regulations while it is being processed, handled and/or stored by MTP and its affiliates or vendors.

(b) Personal Information may also be collected, used, stored and disclosed in connection with the proposed or actual financing, securitization, insuring, sale, assignment or other disposal of all or part of MTP or its business or assets, for the purposes of evaluating and/or performing the proposed transaction. Assignees or successors of MTP or its business or assets may use and disclose Your Personal Information for similar purposes as those described in this Privacy Policy.

(c) When You post or otherwise communicate any of Your Personal Information within forums, communities, application rosters, directories and/or other communication tools within the Website that facilitate engagement among end users, Your consent to disclosure is implied and MTP shall not be responsible for any further disclosures which may result from such posting.

(d) Personal Information, including grades and other educational records, may be collected, used, hosted, and stored by and/or disclosed to instructors, administrators or other members of the educational institution sponsoring a particular course on the Website through rosters, grade books and other application functions. Instructors and course administrators have the ability to export grade book information from the Website for the purpose of maintaining educational records, and in some instances, may also be able to import data already maintained by Your educational institution into a Website application.

(e) Personal Information may be collected, used, hosted, stored and disclosed by MTP at the request of the educational institution, school district or system in which You are enrolled, or any other organization which may be sponsoring Your use of the Website, or by applicable governmental educational authorities, for educational or administrative purposes, such as evaluating student or instructor participation in the Website activities or for evaluation of the Website's educational efficacy; or

(f) In the event that MTP, Your educational institution or law enforcement authorities have reasonable basis to suspect that You are engaging in, or attempting to engage in illegal conduct, misappropriation of password access, violations of this Agreement or other applicable Terms of Use, academic misconduct or other conduct prohibited by Your academic institution or workplace, Personal Information may be disclosed to an Your educational institution, its faculty and administration and/or law enforcement or other regulatory officials in order to facilitate the investigation of the suspected misconduct.

Statistical Data. Some activities within the Website may request users to submit information that is tabulated and stored in a database. The data obtained is used to produce statistics that are integral to the educational value of these activities. Anywhere the requested data is personal in nature, a user's specific responses remain confidential and are not associated with name or e-mail address in any way. By participating in an activity that uses information entered by end users for statistical analysis within the activity, You are giving us consent to include Your data in the study.

Marketing. MTP reserves the right to use Personal Information to market its products (i.e. contact users for participation in focus groups, seminars, or product reviews, or provide information on complimentary or upgrade products) only to users ages 13 and above who have opted in to receive marketing information from MTP. MTP does not sell such Personal Information to any third party.

Access, Correction and Contacting Us. If You wish access or correct Personal Information provided in connection with this Website, You may email or write to us. Your right to access or correct Personal Information is subject to applicable legal restrictions. We may take reasonable steps to verify Your identity before granting access or making corrections. If You wish to make inquiries or complaints or have other concerns about our Personal Information practices (including regarding the transfer of Personal Information to other jurisdictions), You may email or write to us as described above.

Use of "Cookies". You acknowledge and consent to the use of "cookies" in connection with Your activity on the Website. These cookies are retained for as long as You are registered for a Website. Cookies are alphanumeric identifiers that we transfer to Your computer's hard drive through Your web browser when You visit and revisit the Website. Cookies permit us and our service providers to track the pages You visit and the content You view and are necessary for the proper functioning of this Website. Although the information collected through cookies is not itself considered Personal Information, such information may enable us to relate Your use of the Website to other information we have collected about You, including Personal information. If You do not want us to be able to store cookies on Your hard drive, Your browser's help section should be able to tell You how You can disable or filter cookies and how to arrange for Your browser to tell You when You've been sent a new cookie. Disabling certain cookies may, however, limit Your ability to use this Website or certain features of the Website.

Collection of IP Addresses. When You sign in to the Website, some information such as Your Internet Protocol (IP) address, Internet service provider, operating system, the service from which You arrived, and the time and date of Your visit may be collected automatically as part of the software operation of this environment. This information, while not itself Personal Information, will be linked to You personally through the sign-in process. This information is not visible or accessible to other users of the Website, but is tracked and used by MTP for administrative purposes and to improve the Website service.

Nature of Data on the Internet. Due to the complexity and open nature of the Internet, there is always a risk that information collected and/or displayed on the Website may be compromised or accessed notwithstanding the implementation of stringent data security measures by MTP. To mitigate such risks, You should (a) use secure usernames and passwords and carefully protect them from disclosure; (b) restrict Your access of the Website to secure networks; and (c) implement updated internet security and virus protection software on Your computer system. Should You suspect that Your computer's security has been compromised or that Your username or password may have been accessed by a third party, please contact MTP.

Cross-Border Transfer of Data. The Personal Information provided to MTP in connection with this Website will be stored on MTP's servers or those of its affiliates and/or authorized vendors and will be accessible by authorized employees, agents and contractors of MTP and its affiliates and authorized vendors. Due to the global nature of

the Website, Personal Information may be transmitted, stored and processed in a country other than the one in which You reside (“Resident Jurisdiction”), including primarily in the United States, European Union and Great Britain. Reasonable contractual or other measures MTP may take to protect Your Personal Information while outside the Resident Jurisdiction are subject to applicable foreign legal requirements, for example, lawful requirements by governmental authorities or court order to disclose Personal Information to government authorities in the countries in which such data may be stored or processed. IF YOU RESIDE IN THE EUROPEAN UNION, GREAT BRITIAN, CANADA OR OTHER JURISDICTION WITH SIMILAR DATA TRANSFER REGULATIONS, BY ACCEPTING THE TERMS OF THIS AGREEMENT, YOU EXPLICITLY CONSENT THAT THE PERSONAL INFORMATION YOU PROVIDE MAY BE TRANSFERRED AND STORED IN COUNTRIES OUTSIDE THE EU, GREAT BRITIAN, CANADA OR YOUR RESIDENT JURISDICTION, INCLUDING THE UNITED STATES. IF YOU FAIL TO PROVIDE YOUR CONSENT, YOU WILL NOT BE PERMITTED TO ACCESS THE SERVICES FOR WHICH REGISTRATION IS REQUIRED. YOUR PERSONAL INFORMATION SHALL ONLY BE USED IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

Privacy Policy Changes. This Privacy Policy may be revised from time to time. If we intend to use or disclose Personal Information for purposes materially different than those described in this policy, we will make reasonable efforts to notify You by posting updates. We encourage you to check the License Agreement and Privacy Policy at the bottom of the Website periodically. Your continued provision of Personal Information or use of the Website following any changes to this Privacy Policy constitutes Your acceptance of any such changes.

Anonymous Registration. We are unable to support the use of the Website unless this Agreement is accepted. You can create your MTP account using a pseudonym, if you do not wish MTP to have a record of your real Personal Information. To register anonymously:

(a) Set up an email address for your pseudonym (fake name) so that your instructor and MTP can communicate with you when necessary. Use an email service like Yahoo! or Gmail.

(b) On the Account Information page for this course, enter the pseudonym email address and name instead of your real Personal Information.

(c) Notify your instructor in writing that you used a pseudonym name and email for registration. **IMPORTANT:** You must tell your instructor about your pseudonym in order to get credit for your assignments and tests. You should NOT transmit information to MTP that links your pseudonym with your real Personal Information.

(d) If you have registered for MTP Websites before with your real Personal Information and are now choosing to use a pseudonym, create a new account with a new username

and password. Do not use the existing username that is associated with your real Personal Information.

Your Other Responsibilities Concerning Registration for the Website

By registering for the Website under this Agreement, You certify to MTP that: (a) the information You have provided to MTP in order to register as an end user is complete, accurate and current; (b) You will notify MTP within 30 days of any change in Your registration information; (c) that you consent to the receipt of any notice or process at the email and/or mailing addresses provided by You; and (d) that You will not share Your username and password except as expressly authorized under the terms of Your license.

If any of these certifications is or becomes untrue, or if You do not comply in full with these requirements, MTP has the right to suspend and/or terminate Your access to the Website.

You are also responsible for obtaining and using all computer hardware and software required for Your access to and use of the Website and for any charges incurred for Your own access to the Website through an Internet access provider or other third-party website.

You are responsible for all uses of the Website through Your username and password, whether the use is made by You personally or by someone else. You are responsible for protecting and securing Your username and password from unauthorized use and disclosure. In the event that You become aware of or believe there has been any breach of the Website, such as the theft or unauthorized use of Your username and password, You will notify MTP immediately.

Termination of Access

If for any reason within the first 30 days of registering directly with MTP via an eCommerce transaction You are dissatisfied with the Website, You can request a full refund, whereupon Your access and this License will terminate. This refund policy does not apply to lost or misplaced access codes nor does this refund policy apply to purchases made through a retail store including, but not limited to, a campus bookstore. Your purchase of MTP products, including access codes, through a retail store are subject to the refund policy of that store.

Your access commences the day You submit the registration form and runs for the specific term defined whether or not the Website is used. Your obligations under this Agreement will exist until said term expires or the access is terminated by You or MTP.

You may terminate this Agreement and Your rights to use the Website at any time and without cause by notifying MTP of Your decision to terminate.

MTP may, in its sole and absolute discretion, and with or without notice, suspend Your access to all or any part of the Website, or terminate this Agreement and thus Your rights to use the Website, for any conduct or use (whether by You or anyone else having access under Your username or password) that MTP believes is a violation of this Agreement or for any other conduct or use that MTP believes is harmful to other end users, MTP's content providers, or to the Website or the interests of MTP.

If You have registered for temporary access to the Website at no charge and upon expiration of Your temporary access period do not purchase a paid registration to the Website, MTP may, in its absolute and sole discretion, suspend Your access to all or any part of the Website, or terminate this Agreement and thus Your rights to use the Website. Further, You expressly acknowledge and agree that if at any time during Your temporary access period MTP, in its sole and absolute discretion, determines that you are utilizing the temporary access period as a substitute or proxy for a paid registration to the Website, it may suspend Your access to all or any part of the Website, or terminate this Agreement and Your rights to use the Website. In the event of any suspension of Your access to the Website, or termination of this Agreement, You acknowledge and agree that: (a) the Website, its functionality, activities, Materials, or any results generated by Your use thereof may not be available to You or any other person; and (b) neither You nor any other person are authorized to access or use any results generated by Your use of the Website, its functionality, activities, or Materials regardless of whether such results are available within the Website. If this Agreement is suspended or terminated due to You not purchasing a paid registration, and then MTP subsequently reinstates Your access to the Website upon later receiving payment, any such reinstated access shall remain subject to the terms of this Agreement (unless MTP provides new terms and conditions to You at the time of such reinstated access, in which case such new terms and conditions shall apply).

Your Remedies. MTP's entire liability to You, and Your sole and exclusive remedy, regarding the use of the Website shall be the replacement of username or password if a currently valid username or password fails to allow access to the Website. MTP does not provide refunds or replacement access in the event of lost or misplaced access codes. Your sole right with respect to any disagreement or dissatisfaction with (a) this Agreement, as modified from time to time, (b) registration cost or other charges for the use of the Website, (c) access to, use of, or performance of the Website, or (d) any Website Content, is to terminate Your access.

Disclaimer of Warranties

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You expressly agree that Your use of the Website is at Your sole risk. No statement, information or advice, including, but not limited to, statements regarding capacity, suitability for use or performance, whether made by a MTP employee, reseller or other representative or otherwise, which is not contained in this Agreement shall be deemed to be a warranty by MTP for any purpose or give rise to any liability of MTP whatsoever, and You agree that You will not rely on any such statement, information or advice.

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OF ANY KIND OR CHARACTER RELATED TO YOUR USE OF THE WEBSITE -- EVEN IF MTP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE WEBSITE, OR ANY WEBSITE WITH WHICH IT IS LINKED. YOU ASSUME TOTAL RESPONSIBILITY FOR ESTABLISHING PROCEDURES FOR DATA BACK-UP AND VIRUS-CHECKING AS YOU CONSIDER NECESSARY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

If, notwithstanding the foregoing, MTP were to be held liable for damages, then regardless of the form of action (whether in contract, tort, breach of warranty or otherwise), in no event shall the maximum liability of MTP and the MTP Related Parties exceed, either jointly or severally, the aggregate dollar amount paid by You to MTP in the twelve (12) months prior to the claimed injury or damage. All of the provisions of this section are also for the benefit of MTP's directors, officers, shareholders, employees, affiliates, agents, third-party content providers, licensors, and anyone else involved in creating, producing or distributing the Website, and each shall have the right to assert and enforce these provisions directly on their own behalf.

Indemnification by You. To the fullest extent permitted by law, You agree to defend, indemnify and hold harmless MTP and the MTP Related Parties from and against any and all claims, charges, demands, damages, losses, expenses, and liabilities of whatever nature and howsoever arising (including, but not limited to, any legal or other professional fees and the costs of defending or prosecuting any claim), incurred or suffered by MTP and/or the MTP Related Parties, directly or indirectly, by reason of any act or omission which You or any of Your agents, contractors, employees or representatives commit in breach of this Agreement or in violation of any third-party rights or any laws or regulations that may apply to Your use of the Website or any Website Content.

Notices, Reporting and Questions

MTP may give notice to You by electronic mail, by a posting such notice on the Website and/or by conventional mail. Notice by MTP shall be effective on the date that MTP makes a good faith effort to reach You.

You shall give notice to MTP as stated below. Notice by You shall be effective on the date that MTP actually receives the notice. Math Teachers Press, Inc. 4850 Park Glen Road, Minneapolis, MN 55416.

Any questions about this Agreement, the Website, its availability, security or the Materials contained on it (including any concerns or reports regarding broken links, prohibited End User Content, or any other technical or customer support issues) may be reported to the contacts above. If Your question or concern pertains to particular content or links on the Website, please include the originating MTP page URL, any linked page

URL and a description of the content in question to ensure MTP can quickly respond to the issue.

Choice of Law and Forum. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Any and all actions, disputes or controversies relating to the Agreement or the Website will be decided by courts of competent jurisdiction, and You consent to the jurisdiction and venue of those courts and irrevocably consent to the service of process via email and/or delivered personally or mailed by certified or registered mail, return receipt requested, at the mailing address set forth in Your registration information. This Agreement, Your and MTP's rights and obligations under the Agreement, and any disputes or disagreements regarding the Website will be governed by and construed subject to the choice of law and forum selection provisions below; provided, however, that *nothing in this paragraph is intended to limit or contravene the applicability of the local privacy and data security regulations which would otherwise govern the collection, disclosure and use of Your Personal Information.*

YOU AGREE this Agreement shall be governed and construed in accordance with the laws of the State of Minnesota, without giving effect to its conflict of law principles. You agree to submit to the personal and exclusive jurisdiction of the courts located within Hennepin County, State of Minnesota in the event of any claim arising from Your use of the Website or this Agreement. If You are an office, agency or branch of the United States Government, You are provided the Website as a commercial item and with only those rights as are set forth in this Agreement, pursuant to 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227-7202-4, and corresponding sections of applicable and corresponding agency Federal Acquisition Regulations ("FARs").

Compliance with United States Export Requirements

This Agreement and Your use of the Website are subject to any laws, regulations, orders or other restrictions on export from the United States of America (which we will call the "U.S.") of certain materials and technical data which may be imposed from time to time by the U.S. Government. Therefore, You will not transfer, directly or indirectly, by electronic means or otherwise, any Website Content, or any direct products thereof, to any country, or to any agent, representative, or foreign national of any country, for which the U.S. Government or any agency thereof requires an export license or other governmental approval at the time of export without first obtaining such license or approval. Pursuant to current restrictions of the U.S. Government, nationals of Cuba, Iran, Myanmar (Burma), North Korea, Sudan and Syria may not use or access the Website or Website Content at this time.

DMCA. If You believe that any content on the Website or any Third Party Site accessed via the Website contains infringing content, malicious code, or any offensive, libelous, or otherwise illegal or inappropriate content, please contact MTP. You should include the originating MTP page URL, the linked page URL and a description of the content in question.

FERPA. MTP takes numerous measures to maintain the security and confidentiality of all student records and comply with requirements of the Family Educational Record Privacy Act (“FERPA”) applicable to the educational records of students residing in the United States. A more comprehensive statement of MTP’s FERPA policy can be found on the MTP website. Movingwithmath.com.

For further FERPA information see the US Department of Education’s website at <http://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>

Miscellaneous

This Agreement is personal to You, and You may not assign, transfer or delegate Your rights or obligations under this Agreement to anyone. MTP may assign or delegate its rights or obligations under this Agreement.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remainder of this Agreement shall remain valid and enforceable according to its terms.

You acknowledge that MTP will be irreparably harmed by any breach of this Agreement by You or by Your unauthorized use of the Website or Website Content and, further, that monetary damages may not be a sufficient remedy for such harm. You agree that MTP shall be entitled, without waiving any other rights or remedies and without further demonstration of irreparable harm or the inadequacy of monetary damages, to obtain injunctive or other equitable relief in the event of any breach of this Agreement by You or by Your unauthorized use of the Website or Website Content.

This Agreement is the entire agreement between MTP and You with respect to the Website. Headings in this Agreement are for Your convenience only and do not have any legal meaning or effect. If MTP waives or fails to enforce any term or condition of this Agreement on any one or more occasions, whether by conduct or otherwise, its waiver or failure to enforce will not mean that it must waive or cannot enforce such term or condition on any other occasion, or any other term or condition of this Agreement. The meaning of this Agreement cannot be changed by Your or MTP’s conduct, even if repeated, or by any custom or practice of others engaged in the same or similar businesses. In addition to being a part of the registration form, this Agreement resides on the Website under the “License Agreement” link so that You may reference it at any time.

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