

Terms and Conditions

Updated: January 1st, 2011

This following Web site Terms and Conditions Agreement (the "Agreement") governs your use of this Web site (the "Service") operated by Visual Web Group ("we", "our", or "us"). Your use of the Service constitutes your acceptance of the Agreement. Your acceptance of the Agreement provides you with a limited and temporary license and permission to use the software and other resources of the Service, which license and permission we may revoke at any time, as described below. Please print a copy of this document for your records. To retain an electronic copy of this Agreement, you may save it into any word processing program.

1. Copyright Rights

We own or license all copyright rights in the text, images, photographs, video, audio, graphics, user interface, and other content provided on the Service, and the selection, coordination, and arrangement of such content (whether by us or by you), to the full extent provided under the copyright laws of the United States and other countries. Except as expressly provided in this Agreement, you are prohibited from copying, reproducing, modifying, distributing, displaying, performing or transmitting any of the contents of the Service for any purposes, and nothing otherwise stated or implied in the Service confers on you any license or right to do so.

You may use the Service and the contents contained in the Service solely for your own individual non-commercial and informational purposes only. Any other use, including for any commercial purposes, is strictly prohibited without our express prior written consent. Systematic retrieval of data or other content from the Service, whether to create or compile, directly or indirectly, a collection, compilation, database or directory, is prohibited absent our express prior written consent.

2. Trade and Service Mark Rights

We, Visual Web Group own all rights in the product names, company names, trade names, logos, and designs ("Trademarks") of Visual Web Group, and third parties own all Trademarks in their respective products or services, whether or not appearing in large print or with the trademark symbol. Unauthorized use of any such Trademarks, including reproduction, imitation, dilution or confusing or misleading uses, is prohibited under the trademark laws of the United States and other countries. You are expressly prohibited from using or misusing any Trademarks, except as provided in this Agreement, and nothing otherwise stated or implied in the Service confers on you any license or right to do so.

3. Modification of This Agreement

We reserve the right to amend this Agreement at any time by posting an updated version. You should therefore periodically visit this page to review the then-current Agreement. Your use of the Service after our posting of amendments to this Agreement will constitute your acceptance of this Agreement, as modified. If, at any time, you do not wish to accept this Agreement, you may not use the Service.

4. Links

This Service may contain links to other services ("Linked Services"). The Linked Services are not under our control and we are not responsible for the contents of the Linked Services, including, without limitation, links contained on Linked Services, or any changes or updates to Linked Services. This Service provides links only as a convenience, and the inclusion of any links to a Linked Service is not an endorsement by us or any company offering Internet services, products or services on the Linked Services.

You may link to the home page of the Service without obtaining our permission provided that you do so only through a plain-text link. For any other type of link to the Service, you must obtain our express written permission. To seek our permission, you may write to 3737 14th Ave S, Minneapolis, MN 55047 Attn: Legal Department. If you provide a third-party Web site that links to the Service, you: (a) shall not create a frame, browser or border environment around any of the content of the Service; (b) shall not imply that we endorse or sponsor your Web site or any of its products or services; (c) shall not present false information about us, the Service or any of our products or services; (d) shall not use any of our trademarks without our express prior written permission; and (e) shall not include any content that could be construed by us as distasteful, offensive or controversial.

Notwithstanding anything to the contrary contained in this Agreement, we reserve the right to deny or rescind permission to link to the Service from any Web site, and to require termination of any link to the Service, for any reason in our sole and absolute discretion.

5. Modular Content

We may provide certain content, which includes graphics, text, audio, video, photographs, news, or other material that is capable of being incorporated, including as a module or via an RSS feed or similar technology, into a web site or other online, cable, wireless, or other service other than the Service ("Modular Content"). To the extent that we make Modular Content available, you agree to use it responsibly and consistent with these Terms of Use and any other rules or restrictions provided to you in connection with the Modular Content.

By using Modular Content or incorporating it within or associating it with a web site or other online, cable, wireless, or other service other than the Service, you agree not to: (1) obscure the Operator's branding of the Modular Content, assert or imply ownership or authorship of the Modular Content, or facilitate another party's assertion or implication of ownership or authorship of the Modular Content; (2) excerpt or edit the Modular Content, except as specifically permitted by us; or (3) publish, place, or utilize the Modular Content in a setting or manner in which it may be associated with content or other material that (i) is or may be considered unlawful, threatening, abusive, bigoted, hateful, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent, (ii) may constitute, advocate or encourage conduct that would constitute or give rise to a criminal offense, civil liability or other violation of any local, state, national or international law; (iii) violates, plagiarizes or infringes the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity, or any other proprietary right; (iv) contains or may be associated with a computer virus or other harmful component; (v) constitutes or contains false or misleading indications of origin or statements of fact; (vi) contains any information, software or other material of a commercial nature; or (vii) contains advertising, promotions or commercial solicitations of any kind.

Although we are under no obligation to do so and assume no responsibility or liability arising from any use of Modular Content, we may monitor the web sites or other online, cable, wireless, or other services with which Modular Content is used. You agree that you will promptly, and in any event within 24 hours, remove the Modular Content from any web site or other online, cable, wireless, or other service if we or our agent request that you do so, and that you will maintain the ability to remove Modular Content from any web site or online, cable, wireless, or other service on which you cause it to be placed or with which you cause it to be affiliated. You agree that we have exclusive discretion to direct that the Modular Content be removed from web sites or other online, cable, wireless, or other services at any time and for any reason, including, but not limited to, the prohibited uses of Modular Content described above; that we may implement and use protections to limit the web sites or other online, cable, wireless, or other services in conjunction with which Modular Content may be used or the manner in which Modular Content may be used; and that we may not specifically advise you of the existence or nature of these protections.

We provide Modular Content, if at all, on a voluntary basis. We expressly disclaim any obligation to provide or update Modular Content, to maintain its availability, or to ensure its accuracy.

Notwithstanding any statement to the contrary by us or by you or any third party, your use of Modular Content creates no fiduciary or contractual relationship between us and you, or between us and any third party, other than pursuant to these Terms.

6. Compliance with Laws/Regulations

You are required to comply with all applicable laws and regulations in connection with your use of the Service, and such further limitations as may be set forth in any written or on-screen notice from us. By using the Service, you represent and warrant that you will not use the Service for any purpose that is either unlawful or prohibited by this Agreement. We reserve the right to disclose any information about you or your use of the Service in connection with any investigations by us or law enforcement authorities as may be appropriate or necessary to satisfy any applicable law, regulation, legal process or governmental request.

7. Prohibited Uses Generally

Without limiting the foregoing, you agree not to transmit, distribute, post, communicate or store information or other material on, to or through the Service that:

(a) is copyrighted, unless you are the copyright owner or valid licensee to such materials and you have the right to grant us the rights and licenses set forth in Section 8 of this Agreement;

(b) reveals trade secrets, unless you own them, or you are the valid licensee to such materials and you have the right to grant us the rights and licenses set forth in Section 8 of this Agreement;

(c) infringes on any other intellectual property rights of others or on the privacy or publicity rights of others;

(d) is unlawful, obscene, indecent, sexually explicit, threatening, harmful, defamatory, threatening, harassing, abusive, hateful, slanderous or embarrassing to any other person or entity or refers

negatively to people or groups on the basis of their race, ethnicity, religion, sexual orientation, gender or similar characteristics(e) contains false statements or misrepresentations that could damage you, us or a third party;

(f) constitutes advertisements or solicitations of business, surveys, contests, chain letters or pyramid schemes; or

(g) contains viruses, Trojan horses, worms, time bombs, or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.

You further agree not to:

(a) use any incomplete, false or inaccurate biographical information or other information for purposes of registering as a user of the Service, or for purposes of registering for any promotions offered through the Service;

(b) delete or revise any material or other information of any other user of the Service;

(c) harvest, collect, or send information about others, including e-mail addresses, without their consent;

(d) take any action that imposes an unreasonable or disproportionately large load on the Service's infrastructure;

(e) use any device, software or routine to interfere or attempt to interfere with the proper working of the Service or any activity being conducted on this site;

(f) use or attempt to use any engine, software, tool, agent or other device or mechanism (including, without limitation, browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Service to harvest or otherwise collect information from the Service to be used for any commercial purpose;

(g) allow any other person or entity to use your username or password for posting or viewing comments or sending or receiving materials; or

(h) attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Service.

You further agree not to violate or attempt to violate the security of the Service, including, without limitation:

(a) accessing data not intended for you or logging into a server or account that you are not authorized to access;

(b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;

(c) attempting to interfere with service to any user, host or network, including, without limitation, by way of submitting a virus to, or overloading, "flooding", "spamming", "mailbombing" or "crashing", the Service;

(d) sending unsolicited e-mail, including promotions and/or advertising of products or services; or

(e) forging any TCP/IP packet header or any part of the header information in any e-mail or posting. Violations of system or network security may result in civil or criminal liability.

We may investigate occurrences that may involve violations of the security of the Service or of the law and we may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

We reserve the right (but do not have the obligation) to review postings on the Service, to remove any of Your Content (as defined below) at any time, and to terminate your ability to post Your Content to the Service at any time, without notice, in our sole discretion.

We reserve the right to (1) disclose any information about you or your use of our Web site and the Service in connection with any investigations by us or law enforcement authorities as may be appropriate or necessary to satisfy any applicable law, regulation, legal process or governmental request, and (2) edit, refuse to post or to remove any of Your Content, in whole or in part.

8. User Content and Communications

The Service may allow users to communicate with others through real-time chats, message boards, video ratings and other features. In addition, you may be able to interact with other users through various features that we may from time to time make available. When your account is used to submit, post, or add content to the Service (collectively, "Your Content"), you agree to accept sole responsibility for, and assume all liability (including liability for claims of infringement, libel and slander) associated with, Your Content, including the information, statements, facts, and material contained in any form or medium (e.g., text, audio, video and photographic) therein. We do not claim ownership of Your Content (expressly excluding your user data, which we collect in accordance with the Privacy Policy for the web site and expressly excluding any content created by you based on existing content we own or license (e.g., through a mash-up offering), which we retain full ownership of) . However, by submitting or posting Your Content, to or through the Service, you grant us a world-wide, royalty free, perpetual, irrevocable, non-exclusive and freely sublicense able right (including any moral rights) and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display Your Content anywhere, for any purpose, whether commercial or non-commercial, and in any form, media or technology now known or later developed. No compensation will be paid with respect to any use of Your Content by us or our licensees. We are free to use any ideas, concepts, know-how, or techniques contained in Your Content for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products/services using Your Content. We are under no obligation to maintain any of Your Content and may remove any of Your Content at any time in its sole discretion.

By posting or submitting Your Content to the Service, you also represent and warrant that you own or otherwise control all of the rights to Your Content, and that use of Your Content by us or any of our sub licensees will not infringe or violate the rights of any third party or any applicable law.

We reserve the right (but do not have the obligation) to review, edit, refuse to post or to remove any of Your Content, in whole or in part at any time and to terminate your ability to post Your Content to the Service at any time, without notice, in our sole discretion.

Although we may maintain technical logs concerning your use of the Service, we do not routinely monitor Your Content. You agree that we may not be held responsible for Your Content and that we are not obligated to monitor them. Despite your agreement that we are not required to monitor Your Content, if we become aware of any of Your Content that we believe to violate this Agreement or to be obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable, we may but are not required to act in good faith to restrict access to or availability of Your Content. We may also take steps to terminate your access to the Services or take other appropriate steps, including, without limitation, initiating or assisting in legal action.

If you become aware of any content on the Service that you believe to be objectionable or to violate this Agreement, or that you believe may cause injury to yourself, us, or any third party, you should notify us of such content immediately by emailing us. Even if you notify us of such content that you believe to be objectionable, you agree that we will not be obligated to take any particular steps, or any steps at all, in response to your notification. You agree that your notification under this paragraph will create no duty on our part to you or to any third party, and that we may not be held liable for any action that we take, or for our inaction, after you provide us with notification.

9. Notice of Copyright Infringement

If you believe that any of your work has been copied and is accessible on the Service in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information:

- (a) identification of the copyrighted work claimed to have been infringed;
- (b) identification of the allegedly infringing material on the Service that is requested to be removed;
- (c) your name, address and daytime telephone number, and an e-mail address if available, so that we may contact you if necessary;
- (d) a statement that you have a good faith belief that the use of the copyrighted work is not authorized by the you or the law;
- (e) a statement that the information in the notification is accurate, and under penalty of perjury, that you are, or are authorized to act on behalf of, the owner of an exclusive copyright right that is allegedly infringed; and
- (f) an electronic or physical signature of you or someone authorized on the copyright owner's behalf, to assert infringement of copyright and to submit the statement.

Our Copyright Agent for notice of claims of copyright infringement on the Service is Visual Web Group Legal Department who can be reached as follows:

3737 14th Ave S

Minneapolis, MN 55047

Attn: Legal Department

We reserve the right to remove any posted submission that infringes the copyright of any person under the laws of the United States upon receipt of a notice that complies with the requirements. United States law provides significant penalties for submitting such a statement falsely.

10. Registration, Username, Password, Security.

(a) Registration. Registration may be required for the use of certain portions of the Service. Your registration shall not impose any duty on us to provide any particular service to you. If the terms of any of our registration agreements conflict with the terms of this Agreement, the registration agreement shall control.

(b) Your User Identity. Your username and password will be your identity for purposes of interacting with the Service and other users through the Service.

(c) Username, Passwords, and Password Access. You shall keep confidential, shall not disseminate, and shall use solely in accordance with this Agreement, your username, and password for the Service. You shall immediately notify us if you learn of or suspect: (i) any loss or theft of your username or password, or (ii) any unauthorized use of your username or password or of the Service. In the event of such loss, theft, or unauthorized use, we may impose on you, at our sole discretion, additional security obligations.

(d) Security Breaches and Revision. If any unauthorized person obtains access to the Service as a result of any act or omission by you, you shall use your best efforts to ascertain the source and manner of acquisition and shall fully and promptly brief us. You shall otherwise cooperate and assist in any investigation relating to any such unauthorized access.

11. Privacy Policy

We are committed to protecting your privacy and security and we have explained in detail the steps we take to do so in the Privacy Policy, a copy of which you should review. You, in turn, agree and consent to the terms of the Service Privacy Policy by your use of the Service.

12. Access to the Service

In order to access the Service, you must have access to the World Wide Web, either directly or through devices that access Web-based content, and pay any service fees associated with such access. In addition, you must use all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device.

13. Disclaimer of Warranties

THE SERVICE IS PROVIDED "AS IS." WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER TO YOU OR ANY OTHER PERSON RELATING IN ANY WAY TO THE SERVICE, INCLUDING ANY PART THEREOF, OR ANY WEB SITE OR OTHER CONTENT OR SERVICE THAT MAY BE ACCESSIBLE DIRECTLY OR INDIRECTLY THROUGH THE SERVICE. WE DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DISCLAIM, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL (i) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (ii) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS, (iii) WARRANTIES RELATING TO DELAYS, INTERRUPTIONS, ERRORS, OR OMISSIONS IN THE SERVICE, OR ANY PART THEREOF, (iv) WARRANTIES RELATING TO THE TRANSMISSION OR DELIVERY OF THE SERVICE, (v) WARRANTIES RELATING TO THE ACCURACY OR CORRECTNESS OF DATA, AND (vi) WARRANTIES OTHERWISE RELATING TO PERFORMANCE, NONPERFORMANCE, OR OTHER ACTS OR OMISSIONS BY US OR ANY THIRD PARTY. FURTHER, AND WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, THERE IS NO WARRANTY THAT THE SERVICE WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON.

WE MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, THAT THE INFORMATION PROVIDED THROUGH THE SERVICE WILL BE FREE FROM ERROR, OMISSION, INTERRUPTION, DEFECT, OR DELAY IN OPERATION. ANY INFORMATION ON THIS SERVICE IS SUBJECT TO CHANGE WITHOUT NOTICE, AND WE DISCLAIM ALL RESPONSIBILITY FOR THESE CHANGES, INCLUDING, BUT NOT LIMITED TO: CHANGES TO PRICES, DISCOUNTS, AND HOURS OF OPERATION.

14. Limitation of Liability

IN NO EVENT WILL WE OR ANY OF OUR AFFILIATES, OR ANY PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE, OR ANY WEB SITE LINKED TO OR FROM THIS SERVICE, BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, LOSS OF BUSINESS OR DATA, BUSINESS INTERRUPTION, TRADING LOSSES, AND DAMAGES THAT RESULT FROM INACCURACY OF THE INFORMATION OR INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE SERVICE) ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICE, YOUR ACCESS, USE OR INABILITY TO USE THE SERVICE OR ANY WEB SITE LINKED TO OR FROM THE SERVICE, ANY CONTENT CONTAINED THEREIN, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE EVEN IF WE OR ANY THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

WE RESERVE THE RIGHT TO ALTER THE CONTENT OF THE SERVICE IN ANYWAY, AT ANY TIME, FOR ANY REASON, WITHOUT PRIOR NOTIFICATION, AND WILL NOT BE LIABLE IN ANY WAY FOR POSSIBLE CONSEQUENCES OF SUCH CHANGES.

THE LIMITATIONS IN THIS SECTION 14 APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OUR LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION ARISING UNDER THIS AGREEMENT EXCEED ONE HUNDRED DOLLARS (\$100.00).

15. Indemnification

Upon our request, you agree to indemnify and hold harmless us, and our subsidiaries, affiliates, directors, members, officers, agents, licensors, co-branders or other partners and employees, from and against all liabilities, claims and expenses, including reasonable attorneys' fees, made by any third party due to or arising out of any of Your Content that you submit, post to or transmit through the Service, your use of any Modular Content, the Service, your violation of this Agreement or your violation of any rights of another.

16. Choice of Law and Forum

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, excluding its conflict of law rules. You expressly consent and agree to submit to the exclusive jurisdiction and venue of the United States District Court for the District of Minnesota or, for matters not susceptible of adjudication in the federal courts, the courts of the State of Minnesota, in all disputes arising out of or relating to the use of the Service.

17. United States Jurisdiction

The Service is operated in the United States of America. We do not represent that content or materials presented on the Service are appropriate or available for use in other locations. If you access the Service from a jurisdiction other than the United States, you agree that you do so on your own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable to your use of the Service.

18. Severability and Integration

Unless otherwise specified herein, this Agreement constitutes the entire agreement between you and us and governs your use of the Service, superseding any prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us. If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect. This agreement may be modified only by our posting on the Service changes to this Agreement, or by a subsequent writing signed by us. In addition, because the license you grant to use in Your Content is perpetual, termination of this agreement does not terminate our license to use Your Content as described elsewhere in these Terms of Use.

19. No Waiver

Our failure to enforce any provisions of this Agreement or to respond to a breach by you or other parties shall not in any way waive its right to enforce subsequently any terms or conditions of this Agreement or to act with respect to similar breaches.

20. No Professional Advice

Any information supplied by any of our employees or agents, whether by telephone, e-mail, letter, facsimile or other form of communication, is intended solely as general guidance on the use of the Service, and does not constitute legal, tax, accounting or other professional advice. Individual situations and state laws vary and users are encouraged to obtain appropriate advice from qualified professionals in the applicable jurisdictions. We make no representations or warranties concerning any course of action taken by any person following or otherwise using the information offered or provided within or through the Service, and we will not be liable for any direct, indirect, consequential, special, exemplary or other damages that may result, including but not limited to economic loss, injury, illness or death.

21. Miscellaneous

You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement or your use of the Service. Nothing contained in this Agreement is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Service or information provided to or gathered by us with respect to such use. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

22. Termination

We reserve the right, in our sole discretion, to terminate this Agreement and your access to all or part of the Service, with or without notice and with or without cause. Termination of your access to the Service means the revocation of the limited and temporary license and permission to use the software and other resources of the Service we are granting to you under this Agreement. The provisions of this Agreement will survive the termination of your access to the Service and of this Agreement.

23. Notices

At our option, we may give notices to users of the Service by posting a message on the Service, by electronic or conventional mail or by any other means by which users obtain actual knowledge thereof. Any notices you give to us must be by electronic or conventional mail. Any notices you send to us by electronic mail must be sent to us via e-mail. Notices to us by conventional mail must be sent to: [3737 14th Ave S, Minneapolis, MN 55047]. Any notice by you to us will not change the terms of this Agreement unless the change is expressly accepted in writing by one of our authorized officers.

24. Violations.

Please report any violations of this Agreement to [legal@visualwebgroup.com].

25. Assignment

(a) We may assign this Agreement or any of our rights to any subsidiary, parent or other affiliate of ours.

26. Entire Agreement/Amendments/Confidentiality

This Agreement constitutes the entire agreement between you and us and supersedes all prior agreements and understandings relating to the subject matter hereof. The Agreement may be amended or supplemented at any time without written notice to you.

27. Relationship of the Parties

Nothing in this Agreement shall be construed as creating any joint venture, partnership or agency relationship between the parties for any purpose whatsoever or as constituting either party as the legal representative, guarantor, surety or agent of the other. The parties are independent contractors of each other. Neither party shall have the right or authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

28. Headings

The headings of the sections and paragraphs in this Agreement are for convenience only and do not affect the construction or interpretation of the Agreement. Each reference herein to “include” or “including” or “includes” shall be deemed to be followed by the words “without limitation.”

29. You shall look only to our limited liability assets and not to the assets of any partner or other person, including without limitation our general partner and our Owner, for the satisfaction of any obligation or debt under this Agreement.