

## TERMS OF USE – Fizika Group, LLC

### 1. ACCEPTANCE OF TERMS

Welcome to the Fizika Group, LLC Web Site (“Web Site”), through which Fizika Group provides a variety of services to its Member. In order to become a Member of Fizika Group, you must accept these Terms of Use, which constitute a legally binding agreement between Fizika Group and you concerning your access to and use of the Web Site. **PLEASE NOTE: Your use of this Web Site constitutes your acceptance of these Terms of Use.**

Fizika Group may modify these **Terms of Use** at any time, and will post the modified **Terms** on this Web Site. We will have no obligation to notify you of any such modifications, beyond posting the modified **Terms** on this Web Site. It is your responsibility to review these **Terms of Use** from time to time, to see if modifications have been made. Any modification is effective immediately upon posting on the Web Site. Your continued use of the Web Site following modification of these **Terms of Use** will be conclusively deemed to signify your acceptance of such modification.

### 2. MEMBERSHIP

The services and resources at this Web Site are available only to Members, who must be eighteen (18) years of age or older. Becoming a Member requires registration. You agree that the registration information you provide is accurate, complete and current, and you further agree to promptly update that information to keep it accurate, complete and current.

When you have registered, you will receive a user id and password. You are responsible for maintaining the confidentiality of your user id and password, and are responsible for all activities that occur using your user id and password, whether or not expressly authorized by you. We will not be responsible for any damages resulting from the unauthorized use of your user id or password. You agree to notify us immediately of any such unauthorized use or any other breach of security.

You agree that we may suspend or terminate your access to this website if you provide any information that is inaccurate, incomplete or not current, or we believe that such information is inaccurate, incomplete or not current, or you violate any of these Terms of Use.

### 3. PROPRIETARY WEB SITE

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We reserve the right at all times to decline to post and to edit, remove, or restrict access to Communications from you that we regard in our sole discretion as objectionable or in violation of these **Terms of Use**.

#### **5. MATERIAL POSTED BY THIRD-PARTIES**

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## **8. E-MAIL**

We have no responsibility or liability for the deletion of or failure to post or store any communications from you. You may not use our domain name as a pseudonymous return e-mail address for any communications that you transmit from another location or through another service. You may not pretend to be someone else – or spoof their identity – when using this Web Site or any of the services or resources available here. You may not transmit to this Web Site e-mail that includes false or misleading information in the return address or in the subject line.

## **9. PRIVACY POLICY**

For information about our data protection practices, please read our Privacy Policy at ([www.fizikagroup.com](http://www.fizikagroup.com)). You agree to the use of your data in accordance with our Privacy Policy.

## **10. TERMINATION**

We may terminate your right to access this Web Site at any time in our sole discretion, with or without cause, and without notice to you. Even after your use of this Web Site ends, Sections 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, and 16 shall remain in effect.

## **11. DISCLAIMER OF WARRANTIES**

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### 15. ELIGIBILITY

Use of this Web Site is void where prohibited. You represent that you are of legal age to form a binding contract with us and are not barred from using this Web Site by the laws of the United States or the country in which you reside.

### 16. GENERAL

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