

# Terms and Conditions

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Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the www.thewrngroup.com website (the "Site") operated by The Warren Group, LLC ("us", "we", or "our").

Your access to and use of the Site is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Site. By accessing or using the Site you agree to be bound by these Terms.

## Availability, Errors and Inaccuracies

We are constantly updating product and service offerings on the Site. We may experience delays in updating information on the Site and in our advertising on other web sites. The information found on the Site may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the Site and we cannot guarantee the accuracy or completeness of any information found on the Site.

We therefore reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

### Intellectual Property

The Site and its original content, features and functionality are and will remain the exclusive property of The Warren Group, LLC and its licensors. The Site is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and Intellectual Property may not be used in connection with any product or service without the prior written consent of The Warren Group, LLC.

### Links To Other Websites

Our Site may contain links to third party websites or services that are not owned or controlled by The Warren Group, LLC. The Warren Group, LLC has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party websites or services. We do not warrant the offerings of any of these entities/individuals or their websites. You hereby acknowledge and agree that The Warren Group, LLC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party websites or services.



### Termination

We may terminate or suspend your access to the Site immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

## Indemnification

You agree to defend, indemnify and hold harmless The Warren Group, LLC and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Site, or b) a breach of these Terms.

### Limitation Of Liability

In no event shall The Warren Group, LLC, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Site; (ii) any conduct or content of any third party on the Site; (iii) any content obtained from the Site; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

### Disclaimer

Your use of the Site and the information contained on it is at your sole risk. The Site is provided on an "AS IS" and "AS AVAILABLE" basis. The Site is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, or course of performance.

The Warren Group, LLC its subsidiaries, affiliates, and its licensors do not warrant that a) the Site will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Site is free of viruses or other harmful components; or d) the results of using the Site will meet your requirements.

#### Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

### Governing Law

These Terms shall be governed and construed in accordance with the laws of California, United States, without regard to its conflict of law provisions.

CONFIDENTIAL



Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Site, and supersede and replace any prior agreements we might have had between us regarding the Site.

### Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will provide at least thirty (30) days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Site after any revisions become effective, you agree to be bound by the revised terms.

#### Contact Us

If you have any questions about these Terms, please contact us.