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TO THE FULLEST EXTENT PERMITTED BY LAW, IGI MAKES NO GUARANTEES, WARRANTIES, REPRESENTATIONS OR CONDITIONS ABOUT THE ACCURACY OR SUITABILITY FOR ANY PURPOSE OF THIS WEBSITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS WEBSITE AND TO THE FULLEST EXTENT PERMITTED BY LAW ASSUMES NO LIABILITY OR RESPONSIBILITY, EXCEPT IN CASE OF FRAUD OR WILLFUL INTENT FOR (I) ANY MISTAKES, OR INACCURACIES OF CONTENT OTHER THAN THE INFORMATION THAT IGI IS LEGALLY OBLIGED TO PROVIDE AND TO GUARANTEE THE ACCURACY OF, (II) ANY (PERSONAL) INJURY OR (PROPERTY) DAMAGE OF ANY NATURE WHATSOEVER FROM ACCESS TO, REPRODUCTION, DISTRIBUTION AND/OR USE OF THIS WEBSITE OR ANY SITE LINKED TO THIS WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO, REPRODUCTION, DISTRIBUTION OR USE OF IGI'S SERVER AND/OR ANY PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREON TO THE EXTENT THAT IGI IS NOT RESPONSIBLE FOR THE EVENT GIVING RISE TO THE DAMAGE, (IV) ANY INTERRUPTION OF OR CESSATION OF THE PROPER FUNCTIONING OR AVAILABILITY OF THIS WEBSITE OR ANY SITE LINKED TO THIS WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES OR THE LIKE WHICH MAY BE TRANSMITTED VIA THIS WEBSITE BY ANY THIRD PARTY FOR WHICH IGI CANNOT BE HELD RESPONSIBLE, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OTHER THAN THE INFORMATION THAT IGI IS LEGALLY OBLIGED TO PROVIDE AND TO GUARANTEE THE ACCURACY OF OR ANY LOSS OF TRANSMITTED INFORMATION OR DATA, OR DAMAGE THAT IS THE RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE BY OR THROUGH THIS WEBSITE FOR WHICH IGI CANNOT BE HELD RESPONSIBLE.



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DISPUTES AND GOVERNING LAW

USE OF THIS WEBSITE AND THESE TERMS AND CONDITIONS SHALL BE GOVERNED BY THE LAWS OF THE COUNTRY WHERE THE IGI REPORT WAS ISSUED BY IGI, WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS. IN THE EVENT THAT ANY PORTION OF THESE TERMS AND CONDITIONS ARE DEEMED UNENFORCEABLE, UNLAWFUL OR VOID BY A TRIBUNAL OF COMPETENT JURISDICTION, IN ANY JURISDICTION FOR ANY REASON, UNLESS NARROWED BY CONSTRUCTION, SUCH PORTION OF THESE TERMS AND CONDITIONS SHALL, FOR PURPOSES OF SUCH JURISDICTION ONLY, BE CONSTRUED AS IF SUCH INVALID, PROHIBITED OR UNENFORCEABLE PORTION HAD BEEN MORE NARROWLY CONSTRUCTED SO AS NOT TO BE INVALID, PROHIBITED OR UNENFORCEABLE (OR, IF SUCH PROVISION CANNOT BE DRAWN NARROWLY ENOUGH, THE TRIBUNAL MAKING ANY SUCH DETERMINATION SHALL HAVE THE POWER TO MODIFY SUCH PORTION OF THESE TERMS AND CONDITIONS TO THE EXTENT NECESSARY TO MAKE SUCH PORTION OF THESE TERMS AND CONDITIONS ENFORCEABLE IN SUCH JURISDICTION, AND SUCH PORTION SHALL THEN BE APPLICABLE IN SUCH MODIFIED FORM IN SUCH JURISDICTION). IF, NOTWITHSTANDING THE FOREGOING, ANY SUCH PORTION OF THESE TERMS AND CONDITIONS WOULD BE HELD TO BE INVALID, PROHIBITED OR UNENFORCEABLE IN ANY JURISDICTION FOR ANY REASON, SUCH PORTION, AS TO SUCH JURISDICTION ONLY, SHALL BE INEFFECTIVE TO THE EXTENT OF SUCH INVALIDITY, PROHIBITION OR UNENFORCEABILITY, WITHOUT INVALIDATING THE REMAINING PROVISIONS SET FORTH IN THESE TERMS AND CONDITIONS. NO NARROWED CONSTRUCTION, MODIFICATION OR INVALIDATION OF ANY PORTION OF THE TERMS AND CONDITIONS SHALL AFFECT THE CONSTRUCTION, VALIDITY OR ENFORCEABILITY OF SUCH PORTION IN ANY OTHER JURISDICTION. NO WAIVER BY IGI OF ANY TERM OR CONDITION OF THESE TERMS AND CONDITIONS SHALL BE DEEMED A FURTHER OR CONTINUING WAIVER OF SUCH TERM OR CONDITION OR OF ANY OTHER TERM OR CONDITION, AND IGI'S FAILURE TO ASSERT ANY RIGHT OR DEMAND COMPLIANCE WITH ANY PROVISION OF THESE TERMS AND CONDITIONS SHALL NOT BE DEEMED TO CONSTITUTE A WAIVER OF ANY SUCH RIGHT OR PROVISION.

EXCEPT WHERE PROHIBITED BY LAW, AS A CONDITION OF YOU ACCESSING AND/OR USING THIS WEBSITE AND/OR CLICKING ACCEPTANCE OF THESE TERMS AND CONDITIONS, YOU AGREE THAT TO THE FULLEST EXTENT PERMITTED BY LAW (1) ANY AND ALL DISPUTES AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS WEBSITE SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY FINAL AND BINDING ARBITRATION IN THE TOWN OR CITY WHERE THE REGISTERED OFFICE OF THE COMPANY OF THE IGI GROUP WHICH HAS ISSUED THE IGI REPORT IS LOCATED WITHIN ONE YEAR FROM THE DATE THAT THE CAUSE OF ACTION AROSE (OR, IF MULTIPLE CAUSE OF ACTIONS ARE INVOLVED, FROM THE DATE THAT THE FIRST CAUSE OF ACTION AROSE), WITH SUCH ARBITRATION CONDUCTED PURSUANT TO THE THEN PREVAILING RULES OF ARBITRATION OF THE INTERNATIONAL CHAMBER OF COMMERCE BY THREE ARBITRATORS APPOINTED IN ACCORDANCE WITH THOSE RULES OF ARBITRATION, WHEREBY THE ARBITRATION SHALL BE CONDUCTED IN THE ENGLISH LANGUAGE ; AND (2) JUDGMENT UPON SUCH ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. TO THE FULLEST EXTENT PERMITTED BY LAW, NO ARBITRATION BROUGHT PURSUANT HERETO SHALL BE JOINED TO ANY OTHER ACTION OR ARBITRATION.



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THE RULES GOVERNING ARBITRATION ARE DIFFERENT THAN THOSE IN COURT. ARBITRATION DOES NOT INVOLVE A JUDGE OR JURY AND REVIEW IS LIMITED, BUT AN ARBITRATOR CAN AWARD THE SAME MONETARY DAMAGES AS A COURT. YOU UNDERSTAND THAT BY ACCEPTING THESE TERMS AND CONDITIONS, YOU ARE GIVING UP YOUR RIGHT TO A TRIAL IN COURT, EITHER WITH OR WITHOUT A JURY.

TO THE FULLEST EXTENT PERMITTED AT LAW, UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN AN AWARD FOR, AND BY ACCESSING AND/OR USING THIS WEBSITE YOU WAIVE ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES (INCLUDING MULTIPLIED AND/OR INCREASED DAMAGES AND/OR ATTORNEYS' FEES AND COURT COSTS) FOR, ANY DISPUTE OR CAUSE OF ACTION THAT YOU MAY HAVE THAT RELATES IN WHOLE OR PART TO THIS WEBSITE AND/OR THE MATERIALS HEREON. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THESE TERMS AND CONDITIONS OR OTHERWISE, YOUR RECOVERY WITH RESPECT TO ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS FOR WHICH YOU ARE ENTITLED SHALL, TO THE FULLEST EXTENT PERMITTED AT LAW, BE LIMITED TO YOUR ACTUAL OUT-OF-POCKET COSTS INCURRED, EXCLUDING ATTORNEYS' FEES AND COURT COSTS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THESE TERMS AND CONDITIONS, IGI MAY AT ANY TIME SEEK INJUNCTIVE OR OTHER APPROPRIATE RELIEF AGAINST YOU AND/OR AGAINST OTHERS, IN ANY COURT CHOSEN BY IGI, IN THE EVENT THAT IGI BELIEVES THAT THERE IS A VIOLATION, OR A THREATENED VIOLATION, OF ANY OF IGI'S INTELLECTUAL PROPERTY RIGHTS AND, IN SUCH CASE, YOU HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF SUCH COURT.