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You agree to indemnify and hold Company and its subsidiaries, affiliates, officers, directors, agents and employees harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of Your breach of these terms and conditions or Your violation of any law or the rights of a third party. Company's failure to act with respect to a breach by You or others does not waive its right to act with respect to subsequent or similar breaches.

#### 11. Binding Arbitration

READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY, IT LIMITS YOUR RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION. You agree that any dispute, controversy or claim arising out of or relating to these Terms of Use, the applicability of these Terms of Use to the use of this Site, or purchase of any Company or other products on this Site, or to breach or enforcement, interpretation or validity of these Terms of Use, or the determination of the scope or applicability of Arbitration shall be governed solely by the Federal Arbitration Act. If you and Company cannot resolve a dispute informally, any dispute asserted by either party will be resolved only by binding Arbitration. By agreeing to Arbitration, both you and Company understand and agree that all disputes shall be decided by an Arbitrator and that you are waiving your rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle disputes. Instead of suing in

court, both you and Company each agree to resolve disputes (except certain small claims) only by Arbitration. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JURY TRIAL.

#### 12. Choice of law and time to bring your claim

You agree that any dispute will be governed by the law of the State of Florida and that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to, or connected with your use of the Company's website, its products, or these Terms of Use, must be filed within one (1) year after such claim or cause of action arose or be forever barred.

#### 13. Modification of terms

Company may at any time amend, modify or supplement any terms and conditions applicable to the Site, and Your continued use of the Site will constitute Your acceptance of any such amendment, modification, or supplementation.

Revised: November 18, 2016