

TERMS OF USE AGREEMENT

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4. Unlawful Activity

CRE reserves the right (at its sole and exclusive discretion) to investigate complaints or reported violations of this Agreement and to take any action it deems fit and appropriate including, but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third-parties and disclosing any information necessary or appropriate to such persons or entities relating to the User's data, usage history, IP addresses and traffic information, etc., as may be required from time to time. You agree not to use the Site: (a) in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding export of data or software to and from the U.S. or other countries); (b) to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation; (c) To impersonate or attempt to impersonate CRE, a CRE employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing); and/or (d) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site or which, as determined by us, may harm CRE or users of the Site or expose them to liability (including, without limitation, overburdening, damaging, disabling, or interfering with the Site or any other party's use of the Site.

5. Indemnity

User agrees, to the fullest extent allowed by applicable law, to indemnify, defend and hold harmless CRE, its affiliates, licensors, and services providers and its and their respective directors, officers, employees, contractors, licensors, suppliers, agents and representatives from any and all claims and liabilities (including any and all attorney's fees) that may arise from the User's access to the Site. These obligations will survive termination of this Agreement.

6. Limitation of liability

IN NO EVENT SHALL CRE, ITS AFFILIATES OR LICENSORS OR ANY OF ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, LICENSORS, SERVICES PROVIDERS, AGENTS OR AFFILIATES BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT, THE USE OF (OR INABILITY TO USE) THE SITE, OR ANY WEBSITES LINKED TO THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE EVEN IF CRE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR CONTENT IS TO CEASE ALL OF YOUR SITE USE.

7. Changes to this Agreement

CRE confirms and affirms that it may periodically change the terms and conditions of their Site without notice, and User is responsible for checking the prevalent and updated terms and conditions periodically for any revisions that may be carried out by CRE from time to time. All amendments to this Agreement become effective upon CRE's posting to the Site and any subsequent

use of the Site after such revisions have been posted signifies the User's consent to such changes/modifications carried out by CRE from time to time. If any such change or modification is unacceptable to the User, they should cease use the Site.

8. Reliance on Information Posted

The information presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents.

9. Privacy Policy

CRE is committed to protecting the privacy and confidentiality of any personal information that it may request and receive from its Users, clients, customers, and other users of the Site. To read CRE's privacy policy statement regarding such personal information please refer our Privacy Policy link found on the Site. By agreeing to this Agreement, you give us permission to contact you through email, telephone and/or SMS. The User hereby acknowledges and agrees that contact details and other details provided by User to CRE may be used and forwarded by CRE to the third parties in accordance with the Privacy Policy.

10. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of the State of Oregon without regard to or application of any conflicts of law provisions. You consent to the exclusive jurisdiction of the state and federal courts sitting in Clackamas Count, Oregon, USA.

11. Provisions are Severable

If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

12. Waiver

The failure of CRE to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by CRE must be in writing and signed by an authorized representative of CRE.

13. Changes to Site; Termination.

CRE reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site or any service provided by the Site with or without notice. You agree that CRE will not be liable to you or any third party for any modification, suspension or discontinuance of the Site or any service. Any of the material on the Site may be out of date at any given time, and we are under no obligation to update such material.

14. Contact

For assistance, questions or comments, User may email CRE at admin@canbyrental.com.