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ETON CHAGRIN BOULEVARD

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Effective Date

March 28, 2019

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We may also require you to follow additional rules, guidelines or other conditions to sign up to use various special features or password-protected areas of this Site, to participate in certain promotions or activities available through this Site, or for other reasons. In such cases, you may be asked to expressly consent to these additional terms, for example, by checking a box or clicking on a button marked "I agree." This type of agreement is known as a "click-through" agreement. If any of the terms of a click-through agreement are different than the terms of these Terms of Use, the terms of the click-through agreement will supplement or amend these Terms of Use, but only with respect to the matters governed by the "click-through agreement."

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 - any User-Generated Content that is false, misleading, or fraudulent;
 - any User-Generated Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information or proprietary and confidential information

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 - any User-Generated Content that contains advertising, promotions or marketing, or which otherwise has a commercial purpose;
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The term "Feedback" refers to the Content you post on or through this Site that is specifically about how we can improve this Site and the products and services we make available through this Site.

The term "including" means "including, but not limited to."

The term "Personal Information" refers to information that identifies you personally, alone or in combination with other information available to us. Examples of Personal Information include your name, address, and e-mail address.

The term "User-Generated Content" refers to all of the text, photographs, images, illustrations, graphics, sound recordings, video, audio-video clips, and other Content that you post on or through this Site using the social networking tools we make available to you and that does not constitute Feedback. One way that User-Generated Content differs from other information you provide to us is that, once submitted, User-Generated Content is made available instantaneously to others who visit this Site. Examples of User-Generated Content include comments posted to discussion boards or beneath stories available on this Site.

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Our failure at any time to require performance of any provision of these Terms of Use or to exercise any right provided for herein will not be deemed a waiver of such provision or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by Eton Chagrin Boulevard of any breach of any provision of these Terms of Use or of any right provided for herein will be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under these Terms of Use.

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If any provision of these Terms of Use is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms of Use will remain in full force and effect.

Governing Law, Jurisdiction and Venue

These Terms of Use will be governed under the laws of the State of Ohio without regard to its conflicts of law provisions. All actions or proceedings arising out of or relating to these Terms of Use will be venued exclusively in state or federal court in Cuyahoga County, Ohio. You hereby irrevocably consent and submit to the personal jurisdiction of said courts for all such purposes. However, we retain the right to bring

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You agree to indemnify and hold Eton Chagrin Boulevard, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of this Site in violation of these Terms of Use and/or arising from a breach of these Terms of Use and/or any breach of your representations and warranties set forth above and/or if any material that you post using this Site causes us to be liable to another. We reserve the right to defend any such claim, and you agree to provide us with such reasonable cooperation and information as we may request.

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For your convenience, whenever these Terms of Use are changed, we will alert you by posting a notice on our home page for sixty days. We will also update the "effective date" at the top of this page. If more than sixty days go by between your visits to this Site, be sure you check the effective date to see if these Terms of Use have been revised since your last visit.

You may access the current version of these Terms of Use at any time by clicking on the link marked "Terms of Use" at the bottom of each page of this Site.

Entire Agreement

These Terms of Use (together with our Privacy Policy and any click-through agreements applicable to you) contain the entire understanding and agreement between you and Eton Chagrin Boulevard with respect to this Site and supersede all previous communications, negotiations, and agreements, whether oral, written, or electronic, between you and Eton Chagrin Boulevard with respect to this Site and your use of this Site.