

MSFCP TERMS AND CONDITIONS OF USE

Your Acceptance of MSFCP Policies

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You agree not to use or launch any automated system, including without limitation, “robots,” “spiders,” “offline readers,” etc., that access the Website in a manner that sends more request messages to the MSFCP servers in a given period of time than a human can reasonably produce in the same period by using a conventional online we browser. Notwithstanding the foregoing, MSFCP grants the operators of public search engines permission to use spiders to copy materials from the Website for the sole purpose of creating publicly available searchable indices of materials. MSFCP reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information from the Website, nor to use the communication systems provided by the Website for any commercial solicitation purposes. You agree not to solicit any users of the Website for any commercial purposes.

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Limitation of Liability

In no event shall MSFCP or its officers, directors, employees, and agents, be liable for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any a) errors, mistakes, or inaccuracies of the content, b) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Website, c) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, d) any interruption or cessation of transmission to or from the Website, e) any bugs, viruses, trojan horses, or the like that may be transmitted to our through the website by any third party, and/or f) any error or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the Website, whether based on warranty, contract, tort, or any other legal theory, and whether or not the organization is advised of the possibility of damages. In addition, the maximum amount of direct damages attributable to MSFCP relating to this

website shall be one hundred U.S. dollars (\$100.00). The foregoing limitations of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

You specifically acknowledge that MSFCP shall not be liable for user submission or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.

Indemnity

You agree to defend, indemnify and hold harmless MSFCP and its officer, directors, employees, and agents, from and against and any all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's' fees) arising from a) your use of and access to the Website; b) your violation of any term of these Terms and Conditions of Use; c) your violation of any third party right or any law, including without limitation any copyright, property, or privacy right; or d) any claim that content you submit via the Website violates any third party right or any laws. This defense and indemnification obligation will survive these Terms and Conditions of USE and your use of the Website.

Assignment

These Terms and Conditions of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by MSFCP without restriction.

Ability to Accept Terms and Conditions of Use

You affirm that you have reached the age of majority in your jurisdiction or possess legal parental or guardian consent and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms and Condition of Use, and to abide by and comply with these Terms and Conditions of Use.

General

These Terms and Conditions of Use shall be governed by the internal substantive laws of the State of Texas, without respect to its conflict of laws principles. Any claim or dispute between you and MSFCP that arises in whole or in part from the Website shall be decided exclusively by a court of competent jurisdiction located in the state of Texas. These Terms and Conditions of Use, tother with the Privacy Policy and any other legal notices published by MSFCP on the Website, shall constitute the entire agreement between you and MSFCP concerning the Website. If any of provision these Terms and Conditions or Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions of Use, which shall remain in full force and effect. No waiver of any term of these Terms and Conditions of Use shall be deemed a further or continuing waiver of such term or any other term, and MSFCP's failure to assert any right or provision under these Term and Conditions of Use shall not constitute a waiver of such right or provision. You and MSFCP agree that any cause of action arising out of or related to the Website must comment within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.