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**Your Indemnification Obligations**

You agree to indemnify and hold CWM, and its directors, officers, employees, and agents harmless from and against all claims and expenses, including attorney’s fees, arising out of the use of the Website, or its Content, by You.

**Governing Law**

This TOU will be governed by Nebraska law without giving effect to principles of conflict of law. Any party bringing legal action or proceeding against the other for any dispute or controversy between the parties arising out of or relating to this Website, the Content, or the use thereof, shall bring the legal action or proceeding (i) in the United States District Court of Nebraska; or (ii) in any court of the State of Nebraska, sitting in Douglas county, if there is no federal subject matter jurisdiction. You acknowledge that any violation of the terms of this TOU, or misuse of the Website or the content, or infringement of any Mark may cause CWM irreparable harm, the amount of which may be difficult to ascertain, and therefore, You agree that CWM shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for the such other relief as CWM deems appropriate. This right of CWM is to be in addition to the remedies otherwise available to CWM.

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To the extent the Content contains data or information provided by Third Party Providers or are otherwise contributed to by Third Party Providers, such third-Party Providers shall be considered third party beneficiaries of this TOU for purposes of Sections 11, 12 and 13.

**Assignment; Waiver**

You may not assign, sublicense, delegate, subcontract or otherwise transfer Your rights, duties and obligations under this TOU to a third party without Our express written consent. Any instrument purporting to make an assignment or other transfer in violation of this provision shall be null and void. Any forbearance or delay on the part of either party hereto in enforcing any provision of this TOU or any of its rights hereunder shall not be construed as a waiver of such provision or of a right to enforce same for such occurrence or any future occurrence.
Entire Agreement

This TOU, together with any and all Supplemental Agreements, constitute the entire agreement between You and Us with respect to Your use or access of the Website or the Content.

Severability

If for any reason a court of competent jurisdiction finds any provision of this TOU, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of this TOU, and the remainder of this TOU shall continue in full force and effect.

Miscellaneous

Any cause of action with respect to the Website or the content must be commenced by You within one year after the claim or cause of action arises. The rights and remedies of the parties hereunder are cumulative and are in addition to, and not in lieu of, all rights and remedies available at law and in equity.

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