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1. damages as a result of lost profits, loss of good will, work stoppage, failure of performance, delays in operation or transmission, nondelivery of information, deletions of files, mistakes, defects, errors, interruptions or computer failure or malfunction;
2. any loss or injury caused, in whole or in part, by the Author's actions, omissions, or negligence, or for contingencies beyond the Author's control, in procuring, compiling, or delivering the Information;
3. any errors, omissions, or inaccuracies in the Information regardless of how caused, or delays or interruptions in delivery of the Information; or
4. any decision made or action taken or not taken in reliance upon the Information.

#### AGE RESTRICTION

The Sites are intended for persons twenty-one (21) years or older. Persons under the age of twenty-one (21) years browsing these Sites may be exposed to advertisements for events at which alcohol will be served.

#### INDEMNIFICATION

You agree to indemnify and hold the Author harmless from any claim or demand, including attorneys' fees, made by any third party as a result of (1) any content posted or made available by you on these Sites, (2) any violation of law that occurs by you through the Sites, and/or (3) anything you do using the Sites and/or the Information contained therein.

#### INVALIDITY

If any provision of this Agreement is held to be invalid or unenforceable in whole or in part in any jurisdiction, then that provision shall be deemed ineffective in such jurisdiction but shall have no effect on the enforceability of the remaining provisions.

#### GOVERNING LAW, CONSENT TO JURISDICTION AND LIMITATION ON CLAIMS

This Agreement and your use of the Sites, along with the Information contained therein, shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflict of laws principles, and you agree to submit to the jurisdiction of courts in the State of Texas. You further agree that any claims or causes of action arising out of or related to this Agreement and the Sites, along with the Information contained therein, shall be filed within one (1) year after such claim or cause of action arose, or such claim or cause of action shall be forever barred.

#### ENTIRE AGREEMENT

You hereby acknowledge that this Agreement represents the entire understanding between you and the Author concerning your use of the Sites and the Information contained therein.

#### MODIFICATION

The Author may, in the Author's sole and absolute discretion, modify the terms and conditions of this Agreement in whole or in part at any time for any reason without any notice to you, whether prior or otherwise. Such modified terms and conditions shall supersede these terms and conditions and shall become binding when published online on the Sites.

#### WAIVER

The Author's failure to exercise or enforce any right or provision of this Agreement shall not be deemed to be a waiver of such right or provision.

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