

## Terms and Conditions

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In no event shall evgateway or its suppliers be liable for any damages, claim or loss incurred by you (including without limitation compensatory, incidental, direct, indirect, special, consequential or exemplary damages, lost profits, lost sales or business, expenditures, investments, or commitments, loss of any goodwill, or damages

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### 3. Submitted Information

You agree not to submit to the Site any information that infringes upon or violates the privacy, rights, trademarks, copyrights or other intellectual property rights of others, sexually explicit, that encourages a violation of the law, that contains a virus, that is off-topic, or, without EvGateway's permission, that contains any solicitation or advertising. You agree to indemnify and hold harmless EvGateway from any damages and costs, including without limitation court costs and attorneys' fees, arising from your use of the Site. By submitting information to the Site, you grant EvGateway the royalty-free, perpetual, irrevocable, non-exclusive right to use, edit, copy, modify, adapt, combine, incorporate, publish, publicly perform, translate and distribute all or part thereof in any form and for any purpose whatsoever, and

you also permit other users of the Site to use that information subject to the rules of the Site. EvGateway shall have the right, but not be obligated to, monitor the Site to determine users' compliance with this Agreement and applicable laws. EvGateway shall have the right in its sole discretion to not publish or remove any submitted information.

#### **4. Third Party Information**

The Site may contain information submitted by third parties, including without limitation users and suppliers, and may also contain links to third party sites. Those third parties are solely responsible for the content, accuracy and originality of the information they submit. EvGateway has no more control over such third party content than does a public library, newsstand, or bookstore, and EvGateway is not responsible for such third party content. EvGateway does not evaluate or endorse any third party information. It is your responsibility to evaluate all information provided on the Site, or to obtain specific professional advice.

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#### **6. Miscellaneous**

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