

TERMS OF USE

We have made every effort to design our Enformed + website so that it is informative, useful, and easy to navigate. Please let us know if you would like to see any changes that would make it even easier for you to find the information you need and want.

In order to access our Enformed + website, you must agree to abide by the following Terms and Conditions. Take a few minutes to look them over because by using our Site, you automatically agree to them. If you do not agree, please do not use the Site.

We reserve the right to make any modifications that we deem necessary at any time. Please continue to check these Terms to see if there are any changes, and your continued use of the Enformed + website means that you accept those changes.

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You acknowledge that you are responsible for any submission you make. This means that you (and not we) have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright.

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WE WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURY THAT ACCOMPANY OR RESULT FROM YOUR USE OF ANY OF ITS SITE. THESE INCLUDE BUT ARE NOT LIMITED TO DAMAGES OR INJURY CAUSED BY ANY:

- USE OF (OR INABILITY TO USE) THE SITE
- USE OF (OR INABILITY TO USE) ANY SITE TO WHICH YOU HYPERLINK FROM OUR SITE
- FAILURE OF OUR SITE TO PERFORM IN THE MANNER YOU EXPECTED OR DESIRED
- ERROR ON OUR SITE

- OMISSION ON OUR SITE
- INTERRUPTION OF AVAILABILITY OF OUR SITE
- DEFECT ON OUR SITE
- DELAY IN OPERATION OR TRANSMISSION OF OUR SITE
- COMPUTER VIRUS OR LINE FAILURE

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- DAMAGES INTENDED TO COMPENSATE SOMEONE DIRECTLY FOR A LOSS OR INJURY
- DAMAGES REASONABLY EXPECTED TO RESULT FROM A LOSS OR INJURY (KNOWN IN LEGAL TERMS AS "CONSEQUENTIAL DAMAGES")
- OTHER MISCELLANEOUS DAMAGES AND EXPENSES RESULTING DIRECTLY FROM A LOSS OR INJURY (KNOWN IN LEGAL TERMS AS "INCIDENTAL DAMAGES")

WE ARE NOT LIABLE EVEN IF WE HAVE BEEN NEGLIGENT OR IF OUR AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR BOTH.

EXCEPTION: CERTAIN STATE LAWS MAY NOT ALLOW US TO LIMIT OR EXCLUDE LIABILITY FOR THESE "INCIDENTAL" OR "CONSEQUENTIAL" DAMAGES. IF YOU LIVE IN ONE OF THOSE STATES, THE ABOVE LIMITATION OBVIOUSLY WOULD NOT APPLY WHICH WOULD MEAN THAT YOU MIGHT HAVE THE RIGHT TO RECOVER THESE TYPES OF DAMAGES.

HOWEVER, IN ANY EVENT, OUR LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, INJURIES, AND CLAIMS OF ANY AND EVERY KIND (WHETHER THE DAMAGES ARE CLAIMED UNDER THE TERMS OF A CONTRACT, CLAIMED TO BE CAUSED BY NEGLIGENCE OR OTHER WRONGFUL CONDUCT, OR CLAIMED UNDER ANY OTHER LEGAL THEORY) WILL NOT BE GREATER THAN THE AMOUNT YOU PAID, IF ANYTHING, TO ACCESS OUR SITE.

Links to Other Sites:

We sometimes provide referrals to and links to other web sites from our Site. Such a link should not be seen as an endorsement, approval, or agreement with any information or resources offered at sites you can access through our Site. If in doubt, always check the Uniform Resource Locator (URL) address provided in your browser to see if you are still in our operated site or if you have moved to another site. We are not responsible for the content or practices of third party sites that may be linked to our Site. When We provide links or references to other sites, no inference or assumption should be made and no representation should be inferred that we are connected with, operates, or controls these websites. Any approved link must not represent in any way, either explicitly or by implication, that you have received the endorsement, sponsorship, or support of any Company Site or endorsement, sponsorship, or support of Us, including its respective employees, agents or directors.

Termination of This Agreement:

This agreement is effective until terminated by either party. You may terminate this agreement at any time by destroying all materials obtained from the Enformed + Site, along with all related documentation and all copies and installations. We may terminate this agreement at any time and without notice to you, if, in its sole judgment, you breach any term or condition of this agreement. Upon termination, you must destroy all materials. In addition, by providing material on our Enformed + Site, we do not in any way promise that the materials will remain available to you. We are entitled to terminate all or any part of any of its Enformed + Site without notice to you.

Jurisdiction and Other Miscellaneous Items:

If you use our Site from locations outside of the United States, you are responsible for compliance with any applicable local laws.

These Terms of Use shall be governed by, construed, and enforced in accordance with the laws of Texas as it is applied to agreements entered into and to be performed entirely within such jurisdiction.

To the extent you have in any manner violated or threatened to violate ours. and/or our affiliates' intellectual property rights, we and/or our affiliates may seek injunctive or other appropriate relief in any state or federal court in the State of Texas, and you consent to exclusive jurisdiction and venue in such courts.

If a dispute arises under this agreement, we agree to first try to resolve it with the help of a mutually agreed-upon mediator in Harris County, Texas. Any costs and fees other than attorney fees associated with the mediation will be shared equally by each of us.

We may modify these Terms of Use and any agreement they create at any time simply by updating this posting and without notice to you. This is the ENTIRE agreement regarding all of the matters that have been discussed.