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3.1 Web Site Privacy Policy. Inside Tract may request certain information, configuration data, or personal information to access select Services or to provide support through this Web site. Inside Tract will collect and use this information in accordance with our Web Site Privacy Policy. You agree to the use of this information in accordance with the Web Site Privacy Policy.

3.2 Passwords and Account Information. Some parts of this Inside Tract Web site may require you to create and use a personal account to access the Services provided. You are responsible for maintaining the confidentiality of the password for your personal account and are fully responsible for all activities that occur under your personal account unless access to your account number, account name, or password was obtained through no fault or negligence of your own. You agree to the following:

3.2.1 You will provide truthful and accurate information at all times when using Services provided on Inside Tract Web sites;

3.2.2 You understand that using a false or incomplete name or e-mail address, impersonating any person or entity, or falsely stating or otherwise misrepresenting your affiliation with a person or entity will result in immediate removal of your personal account and termination of any rights provided herein;

3.2.3 You will use the Services for your individual use, and the account's name and e-mail address must be specific to you - personal accounts may not be shared with other users;

3.2.4 You understand that sharing account information or allowing others to access your account will result in removal of your personal account;

3.2.5 You will notify Inside Tract of any unauthorized use of your password or account or any other breach of security as soon as you become aware of such use or breach; and

3.2.6 You will log off from account at the end of each session.

Inside Tract shall not be liable for any loss or damage arising from your failure to comply with this section.

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5. TERM AND TERMINATION

5.1 Term. These Terms of Use shall continue to apply until terminated by you or Inside Tract. Termination may only occur as provided in this section.

5.2 Termination by You. You may terminate these Terms of Use by (a) sending a letter to the address provided herein, Attn: Contracts and Legal Services, expressing clearly in English your desire to terminate these Terms of Use ("Termination Letter") and (b) ceasing and discontinuing your use of all Services on or before sending the Termination Letter to Inside Tract. Continued

use of the Services after sending the Termination Letter constitutes your acceptance and agreement to these Terms of Use.

5.3 Termination by Inside Tract. Inside Tract may terminate these Terms of Use if:

5.3.1 You have breached the terms and conditions provided in these Terms of Use through either your action or inaction;

5.3.2 You have breached an agreement you have with Inside Tract relating to the use of Inside Tract products or services;

5.3.3 Inside Tract discontinues the Services on which these Terms of Use are based; or

5.3.4 Inside Tract, at its sole discretion, believes that it is in Inside Tract best commercial interest to terminate these Terms of Use.

5.4 Effects of Termination. Upon termination of these Terms of Use, all rights and obligations owed by the parties shall cease except for those set forth in Sections 2, 3, and 5. Those rights and obligations shall continue indefinitely.

6. EXPORT COMPLIANCE

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7. GENERAL TERMS

7.1 No Implied Waivers. The failure of either party to enforce any provision of these Terms of Use shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

7.2 Severability. The parties mutually agree that if any provision of these Terms of Use is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

7.3 Language. You agree that the English language version of these Terms of Use shall govern their interpretation. Any versions provided in a language other than English are provided for

convenience only. Any inconsistencies or contradictions shall not affect the interpretation of the English language version.

7.4 Successor and Assigns. You shall not assign or otherwise transfer your rights or delegate your duties under these Terms of Use without Inside Tract's prior written consent. Any attempt to do so without Inside Tract's consent shall be void.

7.5 Governing Law, Dispute Resolution. The laws of the State of California govern your relationship with Inside Tract under these Terms of Use and shall be construed according to those laws without regard to conflict of laws principles. The parties agree to attempt in good faith to negotiate any conflict arising under these Terms of Use. The parties agree to submit to the exclusive jurisdiction of the state and federal courts located in Riverside County any and all disputes not resolved within 30 days of notice. Notice to Inside Tract shall only be proper if made by certified mail at the address provided herein.

7.6 Equitable Relief. You agree that your breach of these Terms of Use may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Inside Tract shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or undertaking or proving injury as a condition for relief.

7.7 Government Users. These Terms of Use strictly govern government users' use, reproduction, or disclosure of the Services, which are considered "commercial services." No other terms or conditions shall apply unless expressly agreed in writing between you and Inside Tract. All rights to the Services are reserved under copyright laws of the United States.

7.8 Integration. These Terms of Use constitute the sole and entire agreement between the parties relating to your use of the Services; supersede any previous agreements, understandings, and arrangements unless otherwise agreed to in writing by an authorized representative of each party; and, completely replace any existing agreements between the parties related to your use of the Service.