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The parties agree that the Terms of Use states the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and representations of the parties, oral or written. The Terms of Use may only be amended in a writing signed by duly authorized representatives of both parties. The Terms of Use shall be binding upon and inure to the benefit of the parties' authorized successors, legal representatives, and authorized assigns.

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All notices, demands, requests, consents or other communications required or permitted by the Terms of Use ("Notices") shall be in writing and sent to the parties at their current known addresses, or to such other address as either party may specify in writing. Notices shall be deemed duly served

on or delivered (1) when delivered personally, (2) when sent to the other party by certified mail, return receipt requested, (3) when delivered by hand or sent by recognized overnight courier (with acknowledgement received by the courier), or (4) sent by facsimile, electronically confirmed and followed up immediately by standard United States mail.

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Any and all disputes arising under this Agreement shall only be resolved by courts located in the State of Georgia and the parties hereto consent to venue therein, the exclusive personal jurisdiction thereof, and to the sufficiency of service of process by certified or registered mail in connection with any dispute arising out of or in connection with the Terms of Use.

In the event of any dispute arising out of or related to the Terms of Use, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

## **Contacts**

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