



terms of use

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- ii. have legal capacity to enter into a contract;
- iii. have provided true and accurate information to IMAGE ONE.

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You agree to indemnify, defend, and hold harmless IMAGE ONE, its affiliates, agents, employees, and licensors from and against any and all claims and expenses, including reasonable attorney fees, arising out of or related to (1) claims made by third parties due to or arising out of the content you submitted or made available through IMAGE ONE; (2) your use of the site, (3) violation of this Agreement, violation of any law or regulation, or violation of any proprietary or privacy right.

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View the IMAGE ONE Privacy Policy from the home page governing the use of information that IMAGE ONE obtains from you through your use of this Website.

TERM AND TERMINATION

Without limiting its other remedies, IMAGE ONE may immediately discontinue, suspend, terminate, or block your and any user's access to this site at any time in our sole discretion.

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your use of this site. You agree that if a dispute or claim arises between IMAGE ONE and you arising out of the use of this site, that cannot be resolved, the dispute or claim shall be submitted to arbitration in Oakland County, Michigan. The claim of arbitration shall be filed with the American Arbitration Association by and in accordance with the rules of the American Arbitration Association for a single arbitrator, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The unsuccessful party in any arbitration or legal proceeding will pay all of the costs and expenses, including arbitrator's fees, of the arbitration and will pay to the successful party all the successful party's costs and expenses, including reasonable attorneys fees, incurred in the arbitration and in any legal proceedings. There shall be no right or authority to submit any claim to be arbitrated on a class action basis.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between IMAGE ONE and you with respect to this Website, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and IMAGE ONE with respect to this Website. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. If for any reason a court of competent jurisdiction finds any provision of this Agreement or portion thereof to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

MODIFICATIONS TO AGREEMENT

We may revise this Agreement at any time and you agree to be bound by the revised Agreement. Any such modifications will become effective upon the date they are first posted to this site. It is your responsibility to return to this Agreement from time to time to review the most current terms and conditions. IMAGE ONE does not and will not assume any obligation to notify you of changes to this Agreement.

ELECTRONIC COMMUNICATIONS AND ELECTRONIC SIGNATURES

You agree to be bound by any affirmation, assent, or agreement you transmit through this Website, including but not limited to any consent you give to receive communications from IMAGE ONE solely through electronic transmission. You agree that when in the future you click on an "I agree," "I consent," or other similarly worded "button" or entry field with your mouse, keystroke, or other computer device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature