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Limitation of liability

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### **3. Indemnification.**

You agree to indemnify, defend and hold harmless Golf Cars International, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to the service from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this agreement (including negligent or wrongful conduct) by you or any other person accessing the service.

### **4. Third party rights.**

The provisions of paragraphs 2 (use of the service), and 3 (indemnification) are for the benefit of Golf Cars International and its officers, directors, employees, agents, licensors, suppliers, and any third party information providers to the service. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

### **5.term; termination.**

This agreement may be terminated by either party without notice at any time for any reason. The provisions of paragraphs 1 (copyright, licenses and idea submissions), 2 (use of the service), 3 (indemnification), 4 (third party rights) and 6 (miscellaneous) shall survive any termination of this agreement.

### **6.miscellaneous.**

This agreement shall all be governed and construed in accordance with the laws of the state of Australia applicable to agreements made and to be performed in Australia. You agree that any legal action or proceeding between Golf Cars International and you for any purpose concerning this agreement or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Australia. Any cause of action or claim you may have with respect to the service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. Golf Cars International's failure to insist upon or enforce strict performance of any provision of this agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this agreement. Golf Cars International may assign its rights and duties under this agreement to any party at any time without notice to you.

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