

Terms of Use

January 9, 2020

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Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent we may not, as a matter of applicable law, disclaim any implied warranty or limit our liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such law.

You understand and agree that we have set our prices and entered into this Agreement with you in reliance upon the limitations of liability set forth in this Agreement, which allocate risk between us and form the basis of a bargain between us.

8. Indemnification--You agree to indemnify and hold harmless Awesome Possum and its Affiliates (defined above) from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of these Terms by you or anyone using your account.

9. Other Provisions--Under no circumstances will we be held liable for any delay or failure in performance due in whole or in part to any acts of nature or other causes beyond our reasonable control. These Terms will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to any conflict of laws rules or provisions. You agree that any action of whatever nature arising from or relating to these Terms, the Site, or Content will be filed only in the state or federal courts located in Minneapolis, Minnesota. You consent and submit to the personal jurisdiction of such courts for the purposes of any such action. If any provision of these Terms is found to be unlawful or unenforceable, then that provision will be deemed severable from these Terms and will not affect the enforceability of any other provisions. The failure by us to enforce any right or provision of these Terms will not prevent us from enforcing such right or provision in the future. We may assign our rights and obligations under these Terms, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law.

10. Changes to these Terms--We may change these Terms from time to time. We will give you notice of any changes by posting the revised Terms on the Site. Changes will go into effect upon posting of the revised Terms. By continuing to use the Site, you agree to the revised Terms.

11. Contacting Us--Please contact us with any questions or concerns by using the Contact feature.

PLEASE PRINT A COPY OF THESE TERMS FOR YOUR RECORDS AND PLEASE CHECK THE SITE FREQUENTLY FOR ANY CHANGES TO THESE TERMS.

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