

TERMS AND CONDITIONS

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6. **Links.** The Company has not reviewed all of the sites linked to its Internet website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by the Company of the site. Use of any such linked web site is at the user’s own risk.

7. Site Terms of Use Modifications. The Company may revise this Agreement at any time without notice. By using this Site, you are agreeing to be bound by the then current version of these Terms and Conditions. The current Privacy Policy is fully incorporated herein as if re-written.

8. Governing Law. If there is a lawsuit relating to this Agreement or the Site, you agree to submit to the personal and exclusive jurisdiction of the courts located within Cuyahoga County, Ohio, USA. The terms of this Agreement and the relationship between you and the Company will be governed by Ohio law, without regard to conflicts of state law.

9. DMCA Notice. Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. Sec. 512(c), our Designated Agent for Notice of claims of copyright infringement can be reached as indicated below. Service of repeat infringers of copyright or of users about who repeat claims of copyright infringement are received will be terminated.

Designated Agent for Claimed Infringement:

Stephen E. Pigott

Cavitch, Familo & Durkin Co., L.P.A.

1300 East Ninth Street

Twentieth Floor

Cleveland, OH 44114

216-621-7860

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You acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, we may immediately remove the identified materials from the Site without liability to you or any other party and that the claims of the complaining party and the party that originally posted the materials will be referred to the United States Copyright Office for adjudication as provided in the Digital Millennium Copyright Act.

10. Indemnity. You agree to indemnify and hold harmless the Company and its subsidiaries, affiliates, officers, agents, or other partners, and employees, from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your violation of this Agreement, or your actions that harm the rights of another person or entity. In no event will the Company be liable for any damages whatsoever, including special, indirect, consequential or incidental damages or damages for loss of profits, revenue, use, or data as a result of claims, whether brought in contract or tort, arising out of or connected with the Site.

11. Miscellaneous. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties agree that the court should give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement will remain in full force and effect. You hereby acknowledge a breach of this Agreement would cause irreparable harm and significant injury to the Company that may be difficult to ascertain and that a remedy at law would be inadequate. You agree that, notwithstanding anything to the contrary, the Company shall have the right to seek and obtain immediate injunctive relief in any court of competent jurisdiction, without the posting of a bond, to enforce the obligations under this Agreement in addition to any other rights and remedies it may have. The Company will provide notice to you, when necessary, at the e-mail address you may provide. It is your responsibility to notify us of any change in e-mail address and to ensure that our notices are not deposited into a "junk" or "spam" folder. Notice to the Company may be provided via e-mail to etna@etna.com or U.S. mail to PO Box 23609, 16824 Park Circle Drive, Chagrin Falls, Ohio 44023. This Agreement constitutes the entire and only agreement between you and the

Company with respect to the Site, and supersede all other communications and agreements with respect to the subject matter addressed in this Agreement. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. By accepting this Agreement, you waive the right to a jury trial and agree to arbitration in resolving any and all disagreements. The section headings used herein are for convenience only and shall not be given any legal import.