

TLX INC - User Agreement

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11. RELATIONSHIP. The relationship between TLX INC and you will be that of independent contractors, and neither of us nor any of our respective officers, agents or employees will be held or construed to be partners, joint ventures, fiduciaries, employees or agents of the other.

12. GOVERNING LAW. This Agreement and its performance shall be governed by the laws of the state of Arizona, United States of America, without regard to its conflict of laws provisions. You consent and submit to the exclusive jurisdiction of the state and federal courts located in Maricopa County, Arizona, United States of America, in all questions and controversies arising out of your use of this Site and this Agreement. To the extent allowed by applicable law, any claim or cause of action arising from or relating to your access or use of this Site must be brought within two (2) years from the date on which such claim or action arose or accrued.

13. ATTORNEY'S FEES. If TLX INC or its affiliates take any action to enforce this User Agreement and these terms and conditions, such parties will be entitled to recover from you, and you agree to pay, all reasonable and necessary attorney's fees and any cost of litigation, in addition to any other relief, at law or in equity, to which such parties may be entitled.

14. INJUNCTIVE RELIEF. You acknowledge that a violation or attempted violation of any of this User Agreement and these terms and conditions will cause such damage to TLX INC as will be irreparable, the exact amount of which would be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, you agree that TLX INC shall be entitled as a matter of right to an injunction issued by any court of competent jurisdiction, restraining such violation or attempted violation of these terms and conditions by you, or your affiliates, partners, employees or agents, as well as recover from you any and all costs and expenses sustained or incurred by TLX INC in obtaining such an injunction, including, without limitation, reasonable attorney's fees. You agree that no bond or other security shall be required in connection with such injunction.

15. TERMINATION. TLX INC may terminate this User Agreement and these terms and conditions and/or the provision of any of the services at any time for any reason, including any improper use of this Site or your failure to comply with these terms and conditions. Such termination shall not affect any right to relief to which TLX INC and its third party providers, affiliates and distributors may be entitled, at law or in equity. Upon termination of this User Agreement and these terms and conditions, all rights granted to you will terminate and revert to TLX INC and its third party providers, affiliates or distributors, as applicable.

16. ASSIGNMENT. You may not assign, convey, subcontract or delegate your rights, duties or obligations hereunder.

17. MODIFICATION. TLX INC. may at any time modify these terms and conditions and your continued use of this Site will be conditioned upon the terms and conditions in force at the time of your use.

18. ADDITIONAL TERMS. Additional terms and conditions may apply to reservations, purchases of goods and services and other uses of portions of this Site, and you agree to abide by such other terms and

conditions. You acknowledge that some third-party providers offering certain services and/or activities may require you to sign their liability waiver prior to participating in the service and/or activity they offer. You understand that if you violate any such supplier's rules and restrictions, it may result in cancellation of your purchased goods, services or membership with our affiliates and third-party providers. TLX INC may debit your account or charge you for any costs we incur as a result of such violation.

19. SEVERABILITY. These terms and conditions shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

20. HEADINGS. The headings used in this User Agreement are included for convenience only and will not limit or otherwise affect the terms and conditions herein.

21. ENTIRE AGREEMENT. This User Agreement, together with any terms and conditions incorporated herein or referred to herein, constitute the entire agreement between us relating to the subject matter hereof, and supersede any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on this Site.