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11. **Incorporation of Privacy Policy.** Because Zooby's respects your right to privacy, Zooby's has developed a Website Privacy Policy to inform you about Zooby's privacy which is incorporated herein by reference.

12. **Your Representations and Warranties.** You represent, warrant and covenant that: (a) you have the power and authority to enter into this agreement; (b) you are at least eighteen (18) years old; (c) you shall not use any rights granted hereunder for any unlawful purpose; and (d) you shall use the Products only as set forth in the Terms.

13. **Warranty Disclaimer and Limitation of Liability.**

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14. **Indemnification.** You agree to keep, save, protect, indemnify, and hold harmless Zooby's, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Website from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, incurred or sustained by Zooby's arising out of, relating to or resulting from any breach or default by you under these Terms or any other obligations owed by you to Zooby's (including negligent or wrongful conduct). You agree to cooperate as fully as reasonably required in Zooby's defense and/or settlement of any claim. Zooby's reserves the right to assume that exclusive control over the defense and settlement of any matter subject to indemnification by you. This section shall survive termination.

15. **Governing Law.** These Terms shall be governed and construed in accordance with the laws of the United States and the State of Illinois, without giving effect to conflicts of law principles thereof. You agree to submit to the personal jurisdiction of the state and federal courts located in Cook County in the State of Illinois with respect to any legal proceedings that may arise in connection with the Website, Services or from a dispute as to the interpretation or breach of the Terms. You agree that regardless of any statute or law to the contrary, any claim or cause of action by you arising out of or related to your access to or use of the Website, Content or these Terms must be filed within one (1) year after such claim or cause of action arises. This section shall survive termination.

16. **Headings.** The section titles in the Terms are used for convenience only. They have no legal significance.

17. **Severability.** If any provision of the Terms is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in force.

18. **Notices.** Unless otherwise provided in these Terms, all notices, requests, confirmations, waivers, and other communications required or desired to be given in connection with these Terms shall be effective: (a) if given to you by e-mail addressed to your e-mail address on record at Zooby's, if any, or, (b) if given to Zooby's, then by e-mail addressed to [webmaster@Zoobys.com](mailto:webmaster@Zoobys.com), with a copy in writing delivered by any means to Zooby's LLC, Attention: Carrie Tatsu

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20 **Arbitration.** Any claim arising out of or relating to these Terms shall be settled by binding arbitration administered by the American Arbitration Association ("AAA"). The arbitration shall be heard by the AAA and determined by a single arbitrator with experience with information technology disputes. The arbitration proceedings shall take place in Chicago, Illinois and shall be conducted in English. Each party shall bear its own costs relating to such arbitration, the parties shall equally share the arbitrators' fees, and the arbitration and all related proceedings and discovery shall take place pursuant to a protective order entered by the arbitrators that adequately protects the confidential nature of the parties' proprietary and confidential information. Either party may, without waiving any remedy under the Terms, seek from any court of competent jurisdiction any interim or provisional relief that such party deems necessary to protect its confidential information and property rights pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the claim).

21. **Entire Agreement.** You may not assign your rights and duties under these Terms at any time. This is the entire agreement between the parties relating the subject matter herein and supersedes any prior understanding, agreements or representations whether written or oral. Zooby's failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right. Neither the course of conduct between Zooby's and you nor any other party nor trade practice shall act to modify any provision of these Terms. If any provision of these Terms is held to be invalid, void or unenforceable by a court of competent jurisdiction, then such provision shall be deemed severed from these Terms and will not affect any other provision of these Terms, the balance of which shall remain and have their intended full force and effect. The headings and titles of the sections of the Terms are not a part of these Terms, but are for convenience only and are not intended to define, limit or construe the contents of any such sections.