

Last Updated Date: March 31, 2012

PRIVACY POLICY

This Privacy Policy (this “**Privacy Policy**”) applies to the Internet Web sites located at www.fishtoday.org, www.lawaia.net, www.hawaiifishingfestival.com, and any other Internet Web sites to which this Privacy Policy is linked (collectively, the “**Site**”), and the products sold and services provided (the “**Products and Services**”) by Pacific Islands Fisheries Group (“**PIFG**”) and/or its affiliates (collectively, “**we**”, “**us**”, “**our**”) via the Site. The terms “**Users**”, “**you**” and “**your**” as used in this Privacy Policy refer to anyone who accesses and/or uses the Site, whether acting as an individual or on behalf of an entity. This Privacy Policy describes how we collect, use, use, and disclose personally identifiable information and other information we receive from you and from the Site. By accessing or using the Site, you agree to comply with and be legally bound by the terms, disclaimers and conditions of use contained within this Privacy Policy, as well as our Terms of Use www.fishtoday.org/contact (the “**Terms of Use**”), whether or not you become a registered member (a “**Member**”) of the Site by completing the Site’s membership account registration process. If you do not fully agree to abide by this Privacy Policy, you are not authorized to access or otherwise use the Site. You should carefully review this Privacy Policy and our Terms of Use, which are incorporated by reference into this Privacy Policy. Unless we explain otherwise in this Privacy Policy, the words and phrases used in this Privacy Policy have the same meaning as in our Terms of Use. By accessing or otherwise using the Site, you agree that this Privacy Policy and our Terms of Use constitute a legally binding agreement between you and PIFG (this “**Agreement**”).

1. WHAT THIS PRIVACY POLICY COVERS

This Privacy Policy discusses our treatment of personally identifiable and other information about you and your computer, mobile device or other device that we collect when you access or visit the Site and when you use and/or purchase the Products and Services offered on the Site. This Privacy Policy does not apply to personally identifiable and other information about you collected by third party Internet Web sites and offerings linked to or otherwise accessible from the Site, and any information collected or received by third parties is subject to their own privacy policies.

We offer Products and Services directly to Users via the Site. However, we also offer Products and Services which are made available through or in conjunction with certain third parties, and the Site contains links and pointers to other third party Internet Web sites, resources, and sponsors of the Site.

Links to and from the Site to other Internet Web sites maintained by third parties do not constitute an endorsement by us of any third parties, any third party’s Internet Web sites, or the contents thereof. We are not responsible or liable in any way for such third party’s Internet Web sites, or for the content, terms of use, privacy policies, business practices, or products or services offered through those sites, and your use of such sites will not be governed by this Privacy Policy. Therefore, please read carefully any privacy policies and terms of use posted on any

third party Internet Web sites before either agreeing to their terms of use and privacy policies or using those sites.

THE SITE IS NOT FOR USE BY CHILDREN UNDER EIGHTEEN (18) YEARS OF AGE.

2. COLLECTION OF PERSONALLY IDENTIFIABLE INFORMATION

We do not collect any personally identifiable information about you other than information that you affirmatively choose to share with us, including, but not limited to, your full name, e-mail address, physical address, and birthdate. When you conduct certain transactions via the Site, including, but not limited to, when you complete the Site's membership account registration process to become a Member, when you make a donation to PIFG via the Site, or when you purchase one or more of the Products and Services offered on the Site, you may be required to provide personally identifiable information in order to complete that transaction.

The Site also uses cookies to enhance your use of the Site. "Cookies" are sets of information an Internet Web site transmits to a User's computer. The cookies the Site passes to you do not reveal your identity and do not capture private data. We do NOT track the material or databases that you access in a way that is attributable to you. This type of information is collected only to collect aggregate or statistical data and cannot be identified as from you or any other particular user.

The cookies help our server to provide you with appropriate content. We use cookies to track how our Site is being used so that we can modify it to meet our customers' needs. We track the type of information that is being requested so that we can modify our Site to make that information easier to find and to make the Site easier to use. Information that we capture through cookies about your use of the Site is for our internal use only, although we may provide others with general information about the use of the Site by Users generally.

If you do not wish to receive cookies from us, you may set your browser to reject the cookies. Please consult the instructions for your browser to determine how to do this. Setting your browser to reject cookies may affect your ability to perform some transactions on our Site and other Internet Web sites.

We also collect IP addresses, mobile device identifier details, your location, navigation and click-stream data, the time of accessing the Site, what you searched for, the duration of your visit, and other details of your activity on the Site. We also obtain personally identifiable information about you by you inputting your personal details, by the automatic collection of information about you as you use the Site (whether or not you become a registered Member), or from third parties. Third party information may include information such as credit information which we use to prevent and detect fraud, and information from your mobile provider if you are accessing the Site over a mobile device.

3. USE OF PERSONALLY IDENTIFIABLE INFORMATION COLLECTED

Our primary purpose in collecting personally identifiable information about you is to provide you with the Products and Services you request and tools and services which we believe will optimize your use of the Site. When you conduct certain transactions via the Site, you may be required to provide personally identifiable information in order to complete those transactions, which we may share with Third Party Providers (as defined below) we work with to facilitate that transaction. If this is the case, the request for personally identifiable information will explain what information will be shared with Third Party Providers. Except as specified above, we WILL NOT sell or distribute your personally identifiable information. However, you must check the privacy policies of the Third Party Providers. We do not share personally identifiable information about you with anyone else unless we have specifically informed you of this at the time we receive such personally identifiable information, and/or unless the information you provide to us is publicly available. Notwithstanding any other provision in this Privacy Policy, we may disclose personally identifiable information to enforce our policies, or where we are permitted to do so by applicable law, such as in response to a request by a law enforcement or governmental authority, or in connection with actual or proposed litigation, or to protect our property, people and other rights.

We may also disclose personally identifiable or other information we receive from you to:

- a. One of our affiliates if you have requested its services or if you have requested to be provided with information from it;
- b. A Third Party Provider performing services on our behalf;
- c. Other companies or business entities, for example if we are thinking of a merger with or sale to that company or business entity; and
- d. Any other third party with whom you may request that we share personally identifiable information about you.

You may have accessed the Site through a link from the Internet Web site of one of our affiliates, contractors, Third Party Providers, or others. If you accessed the Site through such a link, you consent to personally identifiable and other information about you, including behavioral patterns, being shared with that affiliate, contractor, Third Party Provider or others in accordance with our contractual relationship with them.

In the event that all or a portion of the assets owned or controlled by us are sold, assigned, transferred or acquired by a third party, personally identifiable information about you, as a valuable asset, may also be transferred. However, use of personally identifiable information about you will remain subject to this Privacy Policy, unless you agree otherwise. Similarly, personally identifiable information about you may be passed on to a successor in interest in the event of a liquidation or administration.

4. PROTECTION OF PERSONALLY IDENTIFIABLE INFORMATION

We take reasonable technical and organizational measures to guard against unauthorized or unlawful processing of personally identifiable information about you and against accidental loss or destruction of, or damage to, personally identifiable information about you. While no system is completely secure, we believe the measures implemented by the Site reduce our vulnerability to security problems to a level appropriate to the type of information involved. We have security measures in place to protect our databases and access to these databases is restricted internally. However, it remains your responsibility:

- a. To ensure no-one else uses the Site while your machine is “logged on” to the Site (including by logging on to your machine through a mobile, Wi-Fi or shared access connection you are using);
- b. To log off or exit from the Site when not using it;
- c. Where relevant, to keep your login ID, password or other Site membership account details secure. Your login ID and password are personal to you and should not be given to anyone else or used to provide shared access, for example over a network;
- d. To maintain good Internet security. For example, if you think that your Site membership account has been compromised, you should change your Site membership account credentials with us. You should also tell us promptly about any potential compromise so that we can help you keep your Site membership account secure.

If you have asked us to share any personally identifiable information about you with a third party Internet Web site that is not operated by us, we cannot and do not assure that the servers on such site will be secure or that such site will protect personally identifiable information about you. Credit card information is generally stored by our credit card processing contractors and we ask them to keep that information secure. The issuer of your credit card may offer specific guarantees or limits to any potential loss you may suffer from use of your credit card over the Internet.

Despite the measures taken by us, the Internet is not secure. We cannot guarantee the security of our servers or databases, nor can we guarantee that personally identifiable information about you will not be intercepted while being transmitted to us, or from us, over the Internet. In no event shall PIFG, or its affiliates, officers, directors, consultants, agents and/or employees (collectively, the “**PIFG Group**”), or any third party provider of any products, services or tools offered on any Internet Web site of a member of the PIFG Group (each a “**Third Party Provider**”), be liable for any lost profits or any indirect, consequential, special, incidental, punitive or other damages as specified in the Limitation of Liability section of this Privacy Policy below.

If you disclose personally identifiable information about you to others, including but not limited to other Users of the Site, different rules may apply to their use or disclosure of the information you disclose to them. We do not control the privacy policies of third parties (including Third

Party Providers), and you are subject to the privacy policies of those third parties (including Third Party Providers) where applicable.

5. NO COLLECTION OF PERSONALLY IDENTIFIABLE OR OTHER INFORMATION FROM CHILDREN

The Site is not directed to children under eighteen (18) years of age, and children under eighteen (18) years of age shall not use the Site or any of the Products and Services offered via the Site to submit personally identifiable information about themselves.

We will never knowingly or intentionally collect or post personally identifiable or other information from children under eighteen (18) years of age. However, if we obtain actual knowledge that we have unintentionally collected personally identifiable information about a child under eighteen (18) years of age, such information will be immediately deleted from our databases. Because we do not knowingly or intentionally collect such information, to the best of our knowledge and belief, we have no such information to use or to disclose to a third party. We have designed this policy in order to comply with the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. §§ 6501-6506.

6. MODIFICATION

We reserve the right, in our sole and absolute discretion, to modify or revise the Site or this Privacy Policy, at any time and without prior notice. If we modify or revise this Privacy Policy, the modified Privacy Policy will automatically be effective ten (10) days after it is published on the Site and you will be legally bound by the modified Privacy Policy ten (10) days after such publication. Your continued usage of the Site will mean you accept those changes. We will also update the "Last Updated Date" located at the top of this Privacy Policy. If the modified Privacy Policy is not acceptable to you, your only recourse is to cease using the Site. You should return here regularly to view our most up-to-date Privacy Policy. You should also print a copy of this Privacy Policy for your records.

7. PHISHING OR FALSE E-MAILS

If you receive any unsolicited e-mails that appear to be from us (or from one of our Users) that request personally identifiable information about you (such as your credit card number, login ID or password), or that ask you to verify or confirm your Site membership account details or other personally identifiable information about you by clicking on a link, that e-mail is likely to have been sent by someone trying to unlawfully obtain personally identifiable information about you, sometimes referred to as a "phisher" or "spoofed." We do not ask for this type of information in an e-mail. Do not provide the information or click on the link. Please immediately contact us at pacificfisheries@gmail.com if you receive any e-mails requesting information regarding your Site membership account details or other personally identifiable information about you.

8. CAN-SPAM

You may receive communications from us relating to promotions or special offers at the Site, or for one of our affiliates. In such case, you may elect to opt-out of receiving such communications from us by following the directions to "unsubscribe" from receiving such communications as detailed on each communication or message you receive from us.

Users may not use the Site or the tools or services on the Site to send spam or unsolicited commercial electronic communications of any kind or in any other way that would violate this Privacy Policy or our Terms of Use.

9. SURVEYS

We use surveys to collect information about Users. From time to time, we request Users' input in order to evaluate potential products and services. The decision to answer any of our surveys is optional. We use information gathered from surveys to improve the Site and the Products and Services offered via the Site.

10. OPT-OUT RIGHT

You may opt-out of having personally identifiable information about you collected by us, used by us for secondary purposes, disclosed to third parties, or used by us or third parties to send promotional correspondences to you, by the following means:

- a.** Contact us via e-mail at pacificfisheries@gmail.com, or by mail at Pacific Islands Fisheries Group, 150 Hamakua Drive, PBN# 430, Kailua, Hawaii 96734, USA, Attention: Kendall Wong; or
- b.** Follow the instructions included in each of our newsletters and surveys.

11. RETENTION OF PERSONALLY IDENTIFIABLE INFORMATION

Upon your request, we will close your Site membership account as soon as reasonably possible. We will retain personally identifiable information about former Members from closed Site membership accounts to comply with law, prevent fraud, collect payments for purchases made via the Site, resolve disputes, troubleshoot problems, assist with any investigations, enforce our Terms of Use, and take other actions otherwise permitted by law.

12. LIMITATION OF LIABILITY

IN NO EVENT SHALL ANY MEMBER OF THE PIFG GROUP OR ANY THIRD PARTY PROVIDER BE LIABLE FOR ANY LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR OTHER DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM (A) THE SITE; (B) THIS PRIVACY POLICY; (C) OUR TERMS OF USE; (D) ANY BREACH OF THIS PRIVACY POLICY OR OUR TERMS OF USE; (E) USE OF THE SITE OR TOOLS, PRODUCTS

OR SERVICES ON THE SITE; AND/OR (F) ANY ACTUAL OR ATTEMPTED COMMUNICATION OR TRANSACTION BETWEEN US AND USERS, OR BETWEEN USERS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (I) BREACH OF CONTRACT; (II) BREACH OF WARRANTY; (III) STRICT LIABILITY; (IV) TORT; (V) NEGLIGENCE; OR (VI) ANY OTHER CAUSE OF ACTION TO THE MAXIMUM EXTENT SUCH EXCLUSIONS AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY. IN SUCH JURISDICTIONS, SOME OF THE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

IF YOU ARE DISSATISFIED WITH THE SITE, YOU DO NOT AGREE WITH ANY PART OF THIS PRIVACY POLICY OR OUR TERMS OF USE, OR YOU HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST US OR ANOTHER USER OF THE SITE WITH RESPECT TO THIS PRIVACY POLICY, OUR TERMS OF USE, OR THE SITE, THEN YOUR SOLE AND EXCLUSIVE REMEDY AGAINST US IS TO DISCONTINUE USING THE SITE. IN ALL EVENTS, OUR LIABILITY, AND THE LIABILITY OF ANY MEMBER OF THE PIFG GROUP, TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCE ARISING OUT OF OR IN CONNECTION WITH THE SITE, IS LIMITED TO \$100.00 IN THE AGGREGATE FOR ALL CLAIMS. YOU EXPRESSLY AGREE THAT THIS LIMITATION OF LIABILITY DOES NOT CAUSE THESE REMEDIES TO FAIL OF THEIR ESSENTIAL PURPOSE.

13. DISCLAIMERS

YOU EXPRESSLY AGREE THAT USE OF THE SITE IS AT YOUR OWN RISK. THE SITE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE SITE, IS PROVIDED "AS IS." YOUR ACCESSING THE SITE ACKNOWLEDGES YOUR AGREEMENT AND UNDERSTANDING THAT SOME OF THE CONTENT CONTAINED ON THE SITE HAS BEEN PROVIDED BY OTHER SITE USERS. AS A RESULT, YOU MAY BE EXPOSED TO CONTENT FROM A VARIETY OF SOURCES. WE ARE NOT RESPONSIBLE OR LIABLE FOR THE ACCURACY, USEFULNESS, SAFETY, OR INTELLECTUAL PROPERTY RIGHTS OF OR RELATING TO SUCH CONTENT. YOU FURTHER UNDERSTAND AND ACKNOWLEDGE THAT YOU MAY BE EXPOSED TO CONTENT THAT IS INACCURATE, OFFENSIVE, INDECENT, OR OBJECTIONABLE, THAT YOUR ACCESS TO THE SITE WILL BE AT YOUR OWN RISK, AND THAT YOU AGREE TO WAIVE, AND HEREBY DO WAIVE, ANY LEGAL OR EQUITABLE RIGHTS OR REMEDIES YOU HAVE OR MAY HAVE AGAINST US WITH RESPECT THERETO. TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, WE MAKE NO REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, FOR THE CONTENT OF THE SITE; FOR THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE SITE; FOR ANY PRODUCTS OR SERVICES,

OR LINKS TO THIRD PARTY INTERNET WEB SITES; OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SITE OR ANY LINKED SITE, EVEN IF WE BECOME AWARE OF SUCH BREACHES).

WE DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE OR ANY CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY FOR THE USE OF THE SITE, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN.

IN ADDITION TO THE TERMS SET FORTH ABOVE, WE SHALL NOT BE RESPONSIBLE OR LIABLE, REGARDLESS OF THE CAUSE OR DURATION, FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN, OR UNTIMELINESS OR INAUTHENTICITY OF, THE INFORMATION CONTAINED WITHIN THE SITE, OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION THEREOF TO THE USER, OR FOR ANY CLAIMS OR LOSSES ARISING THEREFROM OR OCCASIONED THEREBY. WE SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY THIRD PARTY CLAIMS OR LOSSES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES. WE DO NOT WARRANT OR GUARANTEE THE TIMELINESS, SEQUENCE, ACCURACY OR COMPLETENESS OF THIS INFORMATION. ADDITIONALLY, THERE ARE NO WARRANTIES AS TO THE RESULTS OBTAINED FROM THE USE OF THE INFORMATION.

YOU ACKNOWLEDGE AND AGREE THAT ANY TRANSMISSION TO AND FROM THIS SITE IS NOT CONFIDENTIAL, AND YOUR COMMUNICATIONS MAY BE READ OR INTERCEPTED BY OTHERS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT BY SUBMITTING COMMUNICATIONS TO US AND BY POSTING CONTENT ON THE SITE, NO CONFIDENTIAL, FIDUCIARY, CONTRACTUALLY IMPLIED OR OTHER RELATIONSHIP IS CREATED BETWEEN YOU AND US, OTHER THAN PURSUANT TO THIS AGREEMENT.

THE SITE CONTAINS LINKS AND POINTERS TO THIRD PARTY INTERNET WEB SITES, RESOURCES, AND SPONSORS OF THE SITE. LINKS FROM THE SITE TO OTHER INTERNET WEB SITES MAINTAINED BY THIRD PARTIES DO NOT CONSTITUTE AN ENDORSEMENT BY US OF ANY THIRD PARTIES, ANY THIRD PARTY'S INTERNET WEB SITES, OR THE CONTENTS THEREOF. WE CANNOT AND DO NOT CONTROL ANY OF THESE THIRD PARTY INTERNET WEB SITES AND ARE NOT RESPONSIBLE OR LIABLE IN ANY WAY FOR SUCH THIRD PARTY INTERNET WEB SITES; FOR THE CONTENTS THEREOF; FOR ANY PERSONALLY IDENTIFIABLE INFORMATION GATHERED AT SUCH THIRD

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THE SITE MAY CONTAIN INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. WE REGRET ANY SUCH ERRORS, BUT WILL NOT BE BOUND BY ANY SUCH ERRORS. WE DO NOT REPRESENT OR ENDORSE THE ACCURACY OR RELIABILITY OF ANY ADVICE, OPINION, STATEMENT, OR OTHER INFORMATION DISPLAYED OR DISTRIBUTED THROUGH THE SITE. YOU ACKNOWLEDGE THAT ANY RELIANCE UPON ANY SUCH OPINION, ADVICE, STATEMENT, MEMORANDUM, OR INFORMATION SHALL BE AT YOUR SOLE RISK. WE RESERVE THE RIGHT, IN OUR SOLE DISCRETION, TO CORRECT ANY ERRORS OR OMISSIONS IN ANY PORTION OF THE SITE. THE SITE FORUMS, CONTENT, BULLETIN BOARD, CHAT ROOMS, AND MESSAGE BOARDS (COLLECTIVELY "FORUMS") ARE PROVIDED TO GIVE USERS AN INTERESTING AND STIMULATING FORUM IN WHICH THEY CAN EXPRESS THEIR OPINIONS AND SHARE THEIR IDEAS. WE DO NOT ENDORSE THE ACCURACY OR RELIABILITY OF ANY ADVICE, OPINION, STATEMENT OR INFORMATION POSTED ON THESE FORUMS. PLEASE USE YOUR BEST JUDGMENT AND BE RESPECTFUL OF OTHER INDIVIDUALS USING THESE FORUMS. DO NOT USE VULGAR, ABUSIVE, OBSCENE OR HATEFUL LANGUAGE. YOU MAY NOT USE THE SITE FORUMS FOR ADVERTISING OR PROMOTIONAL MATERIALS OR OTHER FORMS OF SOLICITATION, UNLESS EXPRESSLY ALLOWED IN WRITING BY US. UPLOADING COPYRIGHTED OR OTHER PROPRIETARY MATERIAL OF ANY KIND ON THE SITE WITHOUT THE EXPRESS PERMISSION OF THE OWNER OF THAT MATERIAL IS PROHIBITED AND MAY RESULT IN CIVIL AND/OR CRIMINAL LIABILITY.

GIVEN THE NATURE OF THE SITE AND THE VOLUME OF MESSAGES AND POSTINGS, WE CANNOT AND DO NOT MONITOR THE CONTENT POSTED OR TRANSMITTED BY USERS AND THIRD PARTY PROVIDERS. WHILE YOU AGREE THAT THE WE WILL NOT BE LIABLE FOR SUCH THIRD PARTY CONTENT, WE RESERVE THE RIGHT TO DELETE, MOVE OR EDIT ANY COMMUNICATIONS WHICH WE DEEM IN OUR SOLE DISCRETION TO BE VIOLATIVE OF THIS AGREEMENT; HARMFUL TO INDIVIDUALS OR COMMUNITIES; OBSCENE; DEFAMATORY; IN VIOLATION OF OUR OR ANY THIRD PARTY'S RIGHTS; OR OTHERWISE UNACCEPTABLE.

14. RELEASE; INDEMNIFICATION

YOU HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD THE PIFG GROUP (COLLECTIVELY, THE "INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY AND COSTS INCURRED BY THE INDEMNIFIED PARTIES IN CONNECTION WITH: ANY CLAIM ARISING OUT OF

YOUR USE OF THE SITE, OR OTHERWISE RELATING TO THE BUSINESS CONDUCTED ON THE SITE; ANY CONTENT POSTED ON THE SITE; ANY USE OF ANY PRODUCT, SERVICE OR TOOL PROVIDED BY A THIRD PARTY PROVIDER; OR ANY BREACH BY YOU OF THIS PRIVACY POLICY, OUR TERMS OF USE, OR THE REPRESENTATIONS, WARRANTIES AND COVENANTS MADE BY YOU HEREIN, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' AND EXPERTS' FEES AND COSTS. YOU AGREE YOU WILL COOPERATE AS FULLY AS REASONABLY REQUIRED IN THE DEFENSE OF ANY CLAIM. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU AND YOU SHALL NOT IN ANY EVENT SETTLE ANY MATTER WITHOUT OUR PRIOR WRITTEN CONSENT.

CONTACT US

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