



Terms of Use

THIS IS A BINDING LEGAL CONTRACT. EACH USER (“USER”) SHOULD CAREFULLY READ THESE VOW TERMS OF USE (“TERMS OF USE”) BEFORE USING THE WEBSITE HAVING THE DOMAIN NAME OF WWW.REDBELLRE.COM (THE “VOW”). THE USER MUST AGREE TO THESE TERMS OF USE BY CLICKING ON THE “I ACCEPT” BUTTON. BY CLICKING ON THE “I ACCEPT” BUTTON, THE USER AGREES TO BE BOUND BY THESE TERMS OF USE, AND BE LIABLE TO THE OWNER OF THE VOW, RED BELL REAL ESTATE, LLC (THE “VOW OPERATOR”), FOR ANY NONCOMPLIANCE WITH THESE TERMS OF USE. IF THE USER DOES NOT AGREE TO THESE TERMS OF USE, SUCH USER SHOULD NOT CLICK ON THE “I ACCEPT” BUTTON, MAY NOT USE THE VOW, AND MAY NOT CREATE OR MAINTAIN A LINK TO THE VOW.

USER ACKNOWLEDGES THAT IT MAY NOT ACCESS THE VOW AND HAVE ACCESS TO LISTING CONTENT UNTIL USER HAS BECOME A REGISTRANT OF THE VOW. THE FOLLOWING ARE CONDITIONS FOR BECOMING A REGISTRANT UNDER THE VOW: (A) USER MUST ACCEPT AND AGREE TO THESE TERMS OF USE, (B) USER MUST PROVIDE ITS IDENTITY TO THE VOW OPERATOR, (C) USER MUST PROVIDE ITS NAME AND A VALID EMAIL ADDRESS TO THE VOW OPERATOR. THE VOW OPERATOR WILL SEND AN EMAIL TO USER AT THE ADDRESS PROVIDED BY USER CONFIRMING THAT USER HAS AGREED TO THE TERMS OF USE. USER MUST THEN REPLY TO THAT EMAIL WHICH WILL CONFIRM THAT THE EMAIL ADDRESS IS A VALID EMAIL ADDRESS, AND THAT USER RECEIVED THE TERMS OF USE CONFIRMATION. USER WILL BE PERMITTED TO ACCESS THE VOW ONLY AFTER THE VOW OPERATOR HAS VERIFIED THAT THE EMAIL ADDRESS PROVIDED BY USER IS VALID, AND THAT USER RECEIVED THE TERMS OF USE CONFIRMATION.

USER MUST SUPPLY TO THE VOW OPERATOR A USER NAME AND A PASSWORD, THE COMBINATION OF WHICH MUST BE DIFFERENT FROM THOSE OF ALL OTHER REGISTRANTS ON THE VOW, BEFORE USER WILL BE PERMITTED TO SEARCH AND RETRIEVE LISTING CONTENT ON THE VOW. THE USER NAME AND PASSWORD MAY BE ESTABLISHED BY THE USER, OR MAY BE SUPPLIED BY THE VOW OPERATOR, AT THE OPTION OF THE VOW OPERATOR. THE EMAIL ADDRESS USER PROVIDES TO THE VOW OPERATOR MAY BE ASSOCIATED WITH ONLY ONE USER NAME AND PASSWORD.

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, VOW Operator and User agree as follows:

1. License. VOW Operator hereby grants to User a revocable, limited, nonexclusive license for the duration of User’s current viewing session to access and use the VOW, including any third-party applications provided by the VOW (the “Third Party Applications”), access, download, print, and use Listing Content displayed on the VOW, subject to the limitations set forth in these Terms of Use. Consumer shall use the VOW for lawful purposes only. This license may be terminated immediately and without notice upon any noncompliance by User with any of the terms of these Terms of Use, or at any other time upon notice to User. All rights not expressly granted in these Terms of Use are reserved. “Listing” means information regarding real property for sale or lease, and “Listing Content” means factual information and creative content, including other information regarding Listings.

2. Use of VOW. User agrees and acknowledges as follows:

a. The User password and access to the VOW will expire in ninety (90) days after the date of registration, but may be renewed.

b. User has entered into a lawful consumer-broker relationship with the VOW Operator.

c. All Listing Content obtained from the VOW is intended only for User’s personal, non-commercial or internal business use



- d. User has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW.
- e. User will not copy, redistribute, or retransmit any of the Listing Content provided, except in connection with User's consideration of the purchase or sale of an individual property.
- f. The multiple listing service ("MLS") providing the Listings included in the Listing Content, and other participants of such MLS, or their duly authorized representatives, are authorized by User to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of Listings on the VOW.
- g. User shall not use its account to breach the security or gain access to the account of any other User or any password protected, secure or non-public areas of the VOW.
- h. User shall not use the VOW to post or transmit unsolicited email or spam to any other party, including other Users.
- i. By using the VOW, these Terms of Use will be valid, binding and enforceable with respect to User in accordance with these terms. The performance of User's obligations under these Terms of Use will not constitute a default, or an event which with the passage of time, the giving of notice, or both, would constitute a default, under any other agreement by which User is bound.
- j. The provision of the services provided under these Terms of Use and the fulfillment of User's obligations as contemplated under these Terms of Use are proper and lawful.

3. Limitations on Use. Except as expressly provided under these Terms of Use or upon VOW Operator's express prior written consent, User may not (a) modify, copy, distribute, transmit, display, perform, reproduce, publish, upload, post, license, frame in another website, use on any other website, create derivative works of, transfer, sell, and/or exploit for commercial use, any content on the VOW, including Listing Content, including by email or other electronic means; (b) take any action that imposes or may impose, in VOW Operator's sole discretion, an unreasonable or disproportionately large load on VOW Operator's infrastructure; (c) copy, reproduce, modify, create derivative works from, distribute, or publicly display any content from the VOW without VOW Operator's express prior written consent, and the appropriate third party, as applicable; (d) interfere or attempt to interfere with the proper working of the VOW or any activities conducted on the VOW; (e) bypass VOW Operator's robot exclusion headers or other measures VOW Operator may use to prevent or restrict access to the VOW; (f) circumvent any technological measures or features of the VOW that are intended to or effectively control access to the Listing Content, or any other protected content or information included on the VOW; or (g) not use any robot, spider, scraper or other automated means to access the VOW for any purpose without VOW Operator's express prior written consent. . The Listings displayed on the VOW, including the Listing Content, may be updated on a real-time basis, and are proprietary or licensed to VOW Operator.

4. Display of Listing Content. User acknowledges and agrees that the VOW and VOW Operator are governed by certain rules and policies of the MLS which provides Listing Content to the VOW. Accordingly, User agrees and acknowledges, and consents to VOW Operator taking all action required or allowed under the applicable rules and policies, including the following:

- a. The VOW Operator is obligated to maintain an audit trail of User's activity on the VOW and make that information available to the VOW Operator's MLS, if the MLS has reason to believe that the VOW has caused or permitted a breach in the security of the data or a violation of applicable MLS rules. Further, if the User's MLS has reason to believe that a VOW has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by one or more user, the VOW Operator shall, upon request, provide to the MLS a copy of the record of the name, email address, user name, current password, and audit trail, if required, of any user identified by the MLS to be suspected of involvement in the violation.



b. The VOW Operator must at all times maintain a record of the name and email address supplied by the User, and the username and current password of each User. Such records must be kept for not less than 180 days after the expiration of the validity of the User's password.

c. The VOW may not display Listings, or the property addresses of Listings, of any seller who has directed its listing broker to withhold its Listing, or property address of the Listing, from display on the Internet. Accordingly, the Listings displayed in response to a search query may not include all of the Listings that might otherwise satisfy the conditions or search parameters of such search. VOW Operator may, in its discretion, make such Listings available by means, other than the Internet, such as email or fax.

d. The VOW may be required to disable features of the VOW that allow third-parties to write comments or reviews about particular Listings, or display a hyperlink to such comments or reviews in immediate conjunction with particular Listings, or display an automated estimate of the market value of a Listing, or hyperlink to such estimate, in immediate conjunction with the Listing. Accordingly, the Listings may include such features which have been disabled and are no longer available to you, or other users of the VOW.

5. Use of Third Party Applications. User acknowledges and agrees that Third Party Applications are provided by third party providers. User also acknowledges and agrees that User may be charged fees for the use of and associated with the Third Party Applications, including but not limited to, services fees, subscription fees, usage fees, and other similar fees. User acknowledges and agrees that such fees are payment requirements by various third party providers and that the VOW Operator will not be responsible for the payment of such fees. To the extent that any Third Party Application requires User to obtain a license, User acknowledges and agrees that it will obtain any necessary license from the respective third party provider.

6. Privacy.

a. Information Collected and Its Use. User acknowledges and agrees that VOW Operator will collect information about User, including personal information such as User's name and email address, and other information that may be used to identify and authenticate User, as well as for other purposes.

b. Cookies. User agrees and acknowledges as follows: The VOW employs cookies. In general, a "cookie" is a small piece of text data stored on the viewer's computer by a VOW, to give the viewer's computer a unique identity while the VOW performs certain processes, such as filling an online member form, or calculating the number of unique visitors at a given time. Cookies may contain personal information, like email addresses, usernames, or passwords, or completely anonymous information, like a randomly generated number or string. They may be deleted once the viewer leaves a site, a section of a site, or closes the browser; or they may remain, so that the VOW remembers the viewer the next time the viewer visits that site. Most browsers allow the viewer to decline cookies automatically or to accept or decline each cookie individually. If User chooses to decline cookies from the VOW, however, User may not be able to use some sections of the VOW or it may hinder the VOW's functions.

c. Sharing Information. User acknowledges and agrees that VOW Operator will share the User's personal information with others, including but not limited to, the providers of Third Party Applications. Specifically, VOW Operator may be forced to disclose information to the government or third parties under certain circumstances. VOW Operator cooperates with law enforcement inquiries, as well as other third parties, to enforce laws such as those regarding intellectual property rights, fraud and other personal rights. VOW Operator can, and User hereby authorizes VOW Operator to disclose any information about User to law enforcement or other government officials as VOW Operator, in its sole discretion, believes necessary or appropriate in connection with an investigation of fraud, intellectual property infringement or other activity that is illegal or may expose VOW Operator or User to liability.

d. Children's Online Privacy Protection Act. User agrees and acknowledges that the VOW is operated for individual users who are at least thirteen (13) years old and VOW Operator never requests personally identifiable information from anyone under the age of thirteen (13). User represents and warrants



that he or she is thirteen (13) years old or older and shall not provide any personal information in violation of the Children's Online Privacy Protection Act, 15 U.S.C. §§ 6501 through 6506. If User knows that its child has provided personally identifiable information and such child is under the age of thirteen (13), User should immediately contact VOW Operator at vowoperator@redbellre.com.

7. Intellectual Property Ownership.

a. User acknowledges and agrees that the trademarks of VOW Operator (the "Marks"), the VOW, Listing Content, and the content and look and feel of the VOW, to the extent protectable, are proprietary, original works of authorship of VOW Operator, or licensors of VOW Operator, protected under United States and worldwide copyright, trademark, and trade secret laws of general applicability. User further acknowledges and agrees that all right, title and interest in and to the Marks, the VOW, and the look and feel of the VOW, including the Listing Content, are and shall remain with VOW Operator, or its licensors, and the MLS database from which Listings are obtained ("MLS Database") is protected under United States and worldwide copyright law, and is owned by the MLS, or its licensors, providing such database. User agrees not to contest or infringe these rights, directly or indirectly, at any time. Without the prior written consent of VOW Operator, User's modification of the Listing Content, use of the Listing Content on any other VOW or networked computer environment, or use of the Listing Content for any purpose other than personal, non-commercial or internal business use, violates the copyrights, trademarks or other intellectual property rights of VOW Operator or its licensors, and is prohibited. Except as expressly provided under these Terms of Use, User may not use on any VOW, including User's VOW, or on any other materials, the Marks, or any other trademarks or copyrighted materials appearing on the VOW, including without limitation any logos, without the express prior written consent of the owner of the mark or copyright.

b. User agrees and acknowledges that any intellectual property related to the Third Party Applications are proprietary rights of the third party providers. The VOW Operator makes no representations or warranties with respect to the reliability or performance of Third Party Applications and will not be liable to anyone for losses, damages, liabilities, settlements, causes of actions, or other claims arising out of or due to the use of Third Party Applications. User waives any such claims it may have against the VOW Operator for access to or the use of Third Party Applications.

c. User agrees not to challenge the VOW Operator's rights in and to the VOW, or to take any action inconsistent with the provisions of this Section 7 of these Terms of Use. User agrees to take all action and execute and deliver to the VOW Operator all documents requested by the VOW Operator in connection with the copyright application and registration of the VOW.

d. Without limiting the generality of this Section 7.d, User acknowledges and agrees that the VOW Operator may license, or otherwise grant rights in or to the VOW to any third party for any lawful purpose reasonably deemed appropriate by the VOW Operator.

8. Notification of Potential Infringement.

a. If any User believes its copyright, trademark or other property rights have been infringed by any content included or posted on the VOW, including Listing Content, User should immediately send a notification to the VOW Operator's designated agent ("Designated Agent"), as identified below, and in accordance with the Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. § 512(c). The VOW Operator's Designated Agent for notice of claims of copyright infringement can be reached as indicated below. The Designated Agent shall be:

John H. Rees
Callister Nebeker & McCullough
10 East South Temple, Suite 900
Salt Lake City, UT 84133



b. User acknowledges and agrees that upon receipt of a notice of a claim of copyright infringement, the VOW Operator may immediately remove the identified materials from the VOW without liability to User 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 DMCA.

c. Any copyright infringement by Users shall not be tolerated. If any User is a repeat infringer of any copyright, trademark or other proprietary right, the license granted to User in these Terms of Use shall immediately terminate.

9. Linking. User agrees and acknowledges that the VOW may contain links to or be linked from other websites and resources located on servers maintained by third parties over which VOW Operator has no control ("Linked Websites"). The Linked Websites are provided for User's convenience and information only and, as such, User accesses them at its own risk. User agrees and acknowledges that the VOW Operator is not responsible for, and does not endorse or warrant, the content of or anything that may be delivered to User or User's computer as a result of accessing any Linked Websites, whether or not the VOW Operator is affiliated with the owners of such Linked Websites. Without limiting the generality of the foregoing, the User hereby waives any claims related to, and the VOW Operator is not responsible and shall have no liability for User's access of any information on or use of the Linked Websites, including but not limited to, any viruses or other illicit code that may be downloaded through a link found on the VOW, or by accessing a Linked Website.

10. Interruptions to the VOW; Changes to VOW. User acknowledges that access to the VOW may from time-to-time be unavailable to User, whether because of technical failures or interruptions, intentional downtime for service or changes to the VOW, or otherwise. User agrees that any modification of the VOW, and any interruption or unavailability of access to the VOW shall not constitute a default of any obligations of the VOW Operator under these Terms of Use, and the VOW Operator shall have no liability of any nature to User for any such modifications, interruptions, unavailability, or failure of access. VOW Operator has the right at any time to change or discontinue any aspect or feature of the VOW, including, without limitation, the content, hours of availability, and equipment needed for access or use of the VOW. User shall be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of the VOW and all related charges.

11. NO WARRANTIES; EXCLUSION OF LIABILITY.

a. USER'S USE OF AND RELIANCE UPON ANY AND ALL LISTING CONTENT, PRODUCTS AND SERVICES, INCLUDING WITH RESPECT TO ANY LISTING, CONTAINED IN OR PROVIDED THROUGH THE VOW IS AT USER'S SOLE RISK. SUCH LISTING CONTENT, PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. VOW OPERATOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, OR GUARANTEES WITH RESPECT TO THE APPROPRIATENESS, ACCURACY, SUFFICIENCY, CORRECTNESS, VERACITY, VALUE, COMPLETENESS, AVAILABILITY, OR TIMELINESS OF THE DATA, METHODS, OR LISTING CONTENT CONTAINED IN OR PROVIDED THROUGH THE VOW. VOW OPERATOR DOES NOT WARRANT THE FUNCTIONS CONTAINED IN THE VOW WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVER THAT MAKES THE LISTING CONTENT AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. VOW OPERATOR EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b. IN NO EVENT WILL VOW OPERATOR BE LIABLE TO USER, ANY USER OF THE VOW, OR USER'S WEBSITE, OR ANY THIRD PARTY FOR ANY DECISION MADE OR ACTION TAKEN IN RELIANCE UPON THE LISTING CONTENT CONTAINED IN OR PROVIDED THROUGH THE VOW. ANY LISTING CONTENT USER DOWNLOADS OR OTHERWISE OBTAINS THROUGH THE USE OF THE VOW, OR ANY LINKED WEBSITE, IS AT USER'S OWN RISK, AND USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO USER'S EQUIPMENT, SOFTWARE, USER'S WEBSITE, LOSS OF DATA, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO OR ALTERATION OF PERSONAL RECORDS, THE



RELIANCE UPON OR USE OF LISTING CONTENT, PRODUCTS OR SERVICES APPEARING ON THE VOW OR A LINKED WEBSITE, OR OTHER PERSONAL LOSS THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH LISTING CONTENT, PRODUCTS OR SERVICES ON THE VOW OR A LINKED WEBSITE.

c. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL VOW OPERATOR BE LIABLE TO USER, OR ANY USER OF THE VOW OR USER'S WEBSITE, OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, GENERAL, OR PUNITIVE DAMAGES, AND INCLUDING LOST PROFITS OR LOST REVENUE, CAUSED DIRECTLY OR INDIRECTLY BY THE USE OR RELIANCE UPON LISTING CONTENT, PRODUCTS OR SERVICES OBTAINED BY OR PROVIDED THROUGH THE VOW, OR FOR ANY ERROR OR OMISSION, OR OTHERWISE IN ANY WAY CONNECTED WITH USE OF THE VOW, WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, EVEN IF FORESEEABLE OR VOW OPERATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

d. THE VOW OPERATOR'S ENTIRE AND CUMULATIVE LIABILITY TO USER, OR ANY OTHER PARTY, FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THESE TERMS OF USE, THE VOW, LISTING CONTENT SHALL NOT EXCEED AN AMOUNT EQUAL TO \$500.00.

12. Injunction. The VOW Operator and User agree that a breach or violation of Sections 3 or 7 of these Terms of Use will result in immediate and irreparable injury and harm to the VOW Operator. In such event, the VOW Operator shall have, in addition to any and all remedies of law and other consequences under these Terms of Use, the right to an injunction, specific performance or other equitable relief to prevent the violation of the obligation under these Terms of Use without any obligation to post a bond or other security, and User expressly waives any obligation for the posting of any such bond or security; provided, however, that, this shall in no way limit any other remedies which the VOW Operator may have, including, without limitation, the right to seek monetary damages.

13. Indemnification. User agrees to indemnify and hold harmless the VOW Operator, and its officers, directors, employees, shareholders and agents from and against any and all claims, demands, liabilities, and actions, including the payment of all legal expenses, including reasonable attorney's fees and costs, arising out of or connected with any default by User under these Terms of Use. The VOW Operator shall have the right to control its own defense and engage legal counsel acceptable to the VOW Operator.

14. Proprietary and Other Notices. User agrees that it will not alter or remove any trademarks or copyright notices or other notices and disclaimers located or used on, or in connection with, the VOW or any printouts of the VOW allowed under these Terms of Use.

15. Use of Mortgage Calculation Tools. The mortgage calculation tools available on the VOW are for demonstration purposes only, and are not an offer to lend. Interest rates shown may differ from actual market interest rates. VOW Operator does not guarantee the accuracy, sufficiency, correctness, veracity, completeness, or timeliness of such service. User is responsible for confirming the sufficiency and reliability of any such service.

16. Termination.

a. The VOW Operator may at any time and without notice terminate User's license upon the occurrence of any of the following events: (1) User requests in writing to the VOW Operator that its license be terminated; or (2) User defaults under any material term or condition of these Terms of Use.

b. Upon termination of User's license granted in these Terms of Use, User agrees to immediately destroy any printouts or copies of the VOW in User's possession or under User's control, and all licenses granted and all services provided to User under these Terms of Use shall terminate, and User agrees to terminate its access to the use of the VOW. Specifically, VOW Operator may terminate User's access to the VOW, and User's passwords shall be disabled.



17. General.

a. Governing Law; Submission to Jurisdiction. These Terms of Use shall be governed by and construed in accordance with the laws of the state of Utah. User acknowledges that by using the services provided under these Terms of Use, User has transacted business in the state of Utah. By transacting business in the state of Utah, User voluntarily submit and consent to, and waive any defense to the jurisdiction of courts located in Salt Lake County, state of Utah, as to all matters relating to or arising from these Terms of Use.

b. Severability. Any provision of these Terms of Use which is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable shall not invalidate or make unenforceable any other provision of these Terms of Use.

c. No Waiver. The waiver by either party of, or the failure of either party to take action with respect to, any breach of any term, covenant or condition contained in these Terms of Use shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of the same, or any other term, covenant or condition contained in these Terms of Use. The subsequent acceptance of any payment due under these Terms of Use by any party shall not be deemed to be a waiver of any preceding breach of the party making payment with respect to any term, covenant or condition contained in these Terms of Use.

d. Entire Agreement; Modifications Only in Writing. These Terms of Use (i) constitute the entire agreement between the VOW Operator and User concerning the VOW, Listing Content, and all other subject matter of these Terms of Use; (ii) supersede any contemporaneous or prior proposal, representation, agreement, or understanding between the parties; and (iii) may not be amended except in writing signed by the VOW Operator and User. Notwithstanding the foregoing, the VOW Operator reserves the right, in its sole discretion, to modify, update, or otherwise revise these Terms of Use at any time, including the addition or modification of any user fees. Such revisions shall be effective immediately upon posting on the VOW. User shall have the right to immediately terminate these Terms of Use if any modification, update, or other change to these Terms of Use is not acceptable to User. By using the VOW after the VOW Operator has posted any modifications, updates or revisions, User agrees to be bound by such revised Terms of Use.

e. No Third Party Beneficiaries. These Terms of Use is for the sole and exclusive benefit of the VOW Operator and User and is not intended to benefit any third party. No third party may claim any right or benefit under or seek to enforce any of the terms and conditions of these Terms of Use.

f. Effective Date. These Terms of Use shall be dated effective as of the date User clicks on the "I Accept" button.

g. Electronic Transaction. The parties expressly agree to conduct this transaction electronically pursuant to the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001 and the Uniform Electronic Transactions Act, Utah Code Ann. §§ 46-4-101 to 46-4-502.

h. Survival. The provisions of Sections 6, 7, 8, 11, 12, 13, and 17 of these Terms of Use shall survive the termination of these Terms of Use.