

## **NM-UH TERMS OF SERVICE**

Effective Date: October 28, 2019

In order to foster transparency NM-UH.com makes available information about its plans, policies, and operations.

Use of the NM-UH.com site indicates agreement to these NM-UH.com's Terms of Service.

### **1. CHANGES TO OUR TERMS OF SERVICE**

NM-UH.com may modify or update this Terms of Service from time to time, so please review it periodically. We may provide you additional forms of notice of modifications or updates as appropriate under the circumstances. Your continued use of NM-UH.com after any modification to this Terms of Service will constitute your acceptance of such modification.

### **2. OTHER**

1. This Statement is an agreement between you and NM-UH.com. References to "us," "we," and "our" or the "Service" mean NM-UH.com, as appropriate. 2. If we fail to enforce any of this Statement, it will not be considered a waiver. 3. Any amendment to or waiver of this Statement must be made in writing and signed by us. 4. You will not transfer any of your rights or obligations under this Statement to anyone else without our consent. 5. All of our rights and obligations under this Statement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise. 6. Nothing in this Statement shall prevent us from complying with the law. 7. This Statement does not confer any third party beneficiary rights. 8. We reserve all rights not expressly granted to you. 9. You will comply with all applicable laws when using or accessing NM-UH.com.

### **3. STATEMENT OF RIGHTS AND RESPONSIBILITIES**

By using or accessing the NM-UH.com Services, the "Service", you agree to this Statement, as updated from time to time in accordance with the below. Additionally, you will find resources in section 14 of this document that help you understand how NM-UH.com works.

### **4. LEGAL**

You may not use or register, or otherwise claim rights in any NM-UH.com trademark, including as or as part of any trademark, service mark, company name, trade name, username or domain registration. You should not use or claim rights in "NM" or "UH" in a way that is confusingly similar to or dilutive of "NM-UH.com", including as, or as any part of, a trademark. Do not use NM-UH.com's trademark for anything that would be inconsistent with these NM-UH.com's Terms of Service. We may revoke permission to use NM-UH.com's trademarks at any time. NM-UH.com reserves the right to withhold approval of content if it's inconsistent with the NM-UH.com brand.

### **5. PAYMENTS**

If you make a payment on NM-UH.com, you agree to our Payments Terms unless it is stated that other terms apply.

### **6. POLICY CHANGES**

If we make changes to policies, guidelines or other terms referenced in or incorporated by this Statement, we may provide notice on your My Account our Contact page or via email. Your continued use of the NM-UH.com Services, following notice of the changes to our terms, policies or guidelines, constitutes your acceptance of our amended terms, policies or guidelines.

## 7. GENERAL CONDITIONS

We reserve the right to modify or terminate the Service or your access to the Service for any reason, without notice, at any time, and without liability to you. If we terminate your access to the Service your data will no longer be accessible through your account (e.g., you will not be able to log into your My Account pages). Upon termination, all licenses and other rights granted to you in these Terms of Use will immediately cease. We reserve the right, in our sole and absolute discretion, to change these Terms of Use (“Updated Terms”) from time to time. You agree that we may notify you of the Updated Terms by posting them on the Service, and that your use of the Service after the effective date of the Updated Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Updated Terms. Therefore, you should review these Terms of Use before using the Service and periodically thereafter. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to your use of the Service from that point forward. These Terms of Use will govern any disputes arising before the effective date of the Updated Terms. We reserve the right to refuse access to the Service to anyone for any reason at any time. We reserve the right to force forfeiture of any username for any reason. We may, but have no obligation to, remove, edit, block, and/or monitor Content or accounts containing Content that we determine in our sole discretion violates these Terms of Use. You are solely responsible for your interaction with other users of the Service, whether online or offline. You agree that NM-UH.com is not responsible or liable for the conduct of any user. NM-UH.com reserves the right, but has no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment when interacting with others, including when you submit or post Content or any personal or other information.

The Service may also include third-party content now or in the future that we do not control, maintain or endorse. Functionality on the Service may also permit interactions in future between the Service and a third-party web site or feature, including applications that connect the Service with a third-party web site or feature. For example, the Service may include a feature now or in the future that enables you to share Content from the Service or your Content with a third party, which may be publicly posted on that third party’s service or application. Using this functionality typically requires you to login to your account on the third-party service and you do so at your own risk. NM-UH.com does not control any of these third-party web services or any of their content. You expressly acknowledge and agree that NM-UH.com is in no way responsible or liable for any such third-party services or features.

**YOUR CORRESPONDENCE AND BUSINESS DEALINGS WITH THIRD PARTIES FOUND THROUGH THE SERVICE ARE SOLELY BETWEEN YOU AND THE THIRD PARTY.**

You may choose, at your sole and absolute discretion and risk, to use applications that connect the Service or your profile on the Service with a third-party service (each, an “Application”) and such Application may interact with, connect to or gather and/or pull information from and to your Service account. By using such Applications, you acknowledge and agree to the following:

- (i) if you use an Application to share information, you are consenting to information about your profile on the Service being shared;
- (ii) your use of an Application may cause personally identifying information to be publicly disclosed and/or associated with you, even if NM-UH.com has not itself provided such information; and;
- (iii) your use of an Application is at your own option and risk, and you will hold the NM-UH.com Parties (defined below) harmless for activity related to the Application. You agree that you are responsible for all data charges you incur through use of the Service. We prohibit crawling, scraping, caching or otherwise accessing any content on the Service via automated means, including but not limited to, user profiles and

photos (except as may be the result of standard search engine protocols or technologies used by a search engine with NM-UH.com's express consent).

## **8. RIGHTS**

NM-UH.com does not claim ownership of any Content that you post on or through the NM-UH Service, unless otherwise specifically agreed between you and us via formal agreements on this site. Some of the NM-UH.com Service may be supported by advertising revenue and may display advertisements and promotions, and you hereby agree that NM-UH.com may place such advertising and promotions on the Service or on, about, or in conjunction with your posted or registered Content. The manner, mode and extent of such advertising and promotions are subject to change without specific notice to you. You acknowledge that we may not always identify paid services, sponsored content, or commercial communications as such. The Service contains content owned or licensed by NM-UH.com ("NM-UH.com Content"). NM-UH.com owns and retains all rights in the NM-UH.com Content and the Service. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the NM-UH.com Content and you will not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the NM-UH.com Content. The NM-UH.com name and logo are trademarks of NM-UH.com, and may not be copied, imitated or used, in whole or in part, without the prior written permission of NM-UH.com. In addition, all page headers, custom graphics, button icons and scripts are service marks, trademarks and/or trade dress of NM-UH.com, and may not be copied, imitated or used, in whole or in part, without prior written permission from NM-UH.com.

Although it is NM-UH.com's intention for the Service to be available as much as possible, there will be occasions when the Service may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. Also, NM-UH.com reserves the right to remove any Content from the Service for any reason, without prior notice. Content removed from the Service may continue to be stored by NM-UH.com, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order. Consequently, NM-UH.com encourages you to maintain your own backup of your Content. In other words, NM-UH.com is not a backup service and you agree that you will not rely on the Service for the purposes of Content backup or storage. NM-UH.com will not be liable to you for any modification, suspension, or discontinuation of the Services, or the loss of any Content. You also acknowledge that the Internet may be subject to breaches of security and that the submission of Content or other information may not be secure. You agree that NM-UH.com is not responsible for, and does not endorse, Content posted within the Service or sent via email. NM-UH.com does not have any obligation to prescreen, monitor, edit, or remove any Content. If your Content violates these Terms of Use, you may bear legal responsibility for that Content. You acknowledge and agree that your relationship with NM-UH.com is not a confidential, fiduciary, or other type of special relationship, and that your decision to submit any Content does not place NM-UH.com in a position that is any different from the position held by members of the general public, including with regard to your Content. None of your Content will be subject to any obligation of confidence on the part of NM-UH.com, and NM-UH.com will not be liable for any use or disclosure of any Content you provide.

## **COMMUNITY:**

### **9. SAFETY**

We do our best to keep NM-UH.com safe, but we cannot guarantee it. We need your help to keep NM-UH.com safe, which includes the following commitments by you:

1. You will not post unauthorized commercial communications (such as spam) on NM-UH.com.

2. You will not collect users' content or information, or otherwise access NM-UH.com, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission.
3. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on NM-UH.com.
4. You will not upload viruses or other malicious code.
5. You will not solicit login information or access an account belonging to someone else.
6. You will not bully, intimidate, or harass any user.
7. You will not post content that: is hate speech, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
8. You will not use NM-UH.com to do anything unlawful, misleading, malicious, or discriminatory.
9. You will not do anything that could disable, overburden, or impair the proper working or appearance of NM-UH.com, such as a denial of service attack or interference with page rendering or other NM-UH.com functionality.
10. You will not facilitate or encourage any violations of this Statement or our policies.

#### **10. MOBILE AND OTHER DEVICES**

You provide consent and all rights necessary to enable users to sync (including through an application) their devices with any information that is visible to them on NM-UH.com.

#### **11. BASIC TERMS**

You are responsible for any activity that occurs through your account and you agree you will not sell, transfer, license or assign your account, followers, username, or any account rights. With the exception of people or businesses that are expressly authorized to create accounts on behalf of their employers or clients, NM-UH.com prohibits the creation of and you agree that you will not create an account for anyone other than yourself.

You also represent that all information you provide or provided to NM-UH.com upon registration and at all other times will be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy. You agree that you will not solicit, collect or use the login credentials of other NM-UH.com users. You are responsible for keeping your password secret and secure. You must not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and you must not post private or confidential information via the Service, including, without limitation, your or any other person's credit card information, social security or alternate national identity numbers, non-public phone numbers or non-public email addresses or physical addresses. You may not use the Service for any illegal or unauthorized purpose. You agree to comply with all laws, rules and regulations (for example, federal, state, local and provincial) applicable to your use of the Service and your Content (defined below), including but not limited to, copyright laws. You are solely responsible for your conduct and any data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, musical works, works of authorship, applications, links and other content or materials (collectively, "Content") that you submit, post or display on or via the NM-UH.com site or SDWC Service. You must not change, modify, adapt or alter the NM-UH.com site or change, modify or alter another website so as to falsely imply that it is associated with NM-UH.com. You must not create or submit unwanted email, comments, likes or other forms of commercial or harassing communications (a/k/a "spam") to any NM-UH.com users. You must not use domain names or web URLs in your username without prior written consent from NM-UH.com. You must not interfere or disrupt the Service or servers or networks connected to the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature. You may not inject content or code or otherwise alter or interfere with the way any NM-UH.com page is rendered or displayed in a user's browser or device. You must comply with these NM-UH.com's Terms of Service. You must not create accounts with the Service through unauthorized means, including but not limited to, by using an

automated device, script, bot, spider, crawler or scraper. You must not attempt to restrict another user from using or enjoying the Service and you must not encourage or facilitate violations of these Terms of Use or any other NM-UH.com terms. Violation of these Terms of Use may, in NM-UH.com's sole and absolute discretion, result in termination of your NM-UH.com account. You understand and agree that you use the Service at your own risk. If you violate the letter or spirit of these Terms of Use, or otherwise create risk or possible legal exposure for NM-UH.com, we can stop providing all or part of the Service to you.

## **CONFIDENTIALITY:**

### **12. PRIVACY**

Your privacy is very important to us. We designed our Privacy Policy to make important disclosures about how you can use NM-UH.com to share with others and how we collect and can use your content and information.

Please see our Privacy policy for additional information.

### **13. REGISTRATION AND ACCOUNT SECURITY**

NM-UH.com users provide their real names and information, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your account:

1. You will not provide any false personal information on NM-UH.com, or create an account for anyone other than yourself without permission.
2. You will not create more than one personal account.
3. If we disable your account, you will not create another one without our permission.
4. You will keep your contact information accurate and up-to-date.
5. You will not share your password (or in the case of developers, your secret key), let anyone else access your account, or do anything else that might jeopardize the security of your account.
6. If you select a username or similar identifier for your account or Page, we reserve the right to remove or reclaim it if we believe it is appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).

### **14. SPECIAL PROVISIONS APPLICABLE TO USERS OUTSIDE CANADA**

We strive to create a global community with consistent standards for everyone, but we also strive to respect local laws. The following provisions apply to users and non-users who interact with NM-UH.com outside Canada: You consent to having your personal data transferred to and processed in Canada and/or the United States.

Please see Copyright and Cookies document sections for additional information on how NM-UH.com works.

### **15. INTELLECTUAL PROPERTY:**

**Reporting Copyright and Other IP Violations** We respect other people's rights, and expect you to do the same. We provide you with suggestions to help you protect your intellectual property rights. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.

### **16. LIMITATION OF LIABILITY / WARRANTIES:**

WE TRY TO KEEP NM-UH.COM UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING NM-UH.COM AS IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE REASONABLE EFFORTS TO

ENSURE ANY CONTENT YOU OBTAIN OR ACCESS ON THE NM-UH.COM SITE IS SAFE BUT WE DO NOT GUARANTEE THAT NM-UH.COM WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT NM-UH.COM WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. NM-UH.COM IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA UPLOADED TO THE NM-UH.COM SITE BY NM-UH.COM USERS OR THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR NM-UH.COM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR NM-UH.COM WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, NM-UH.COM'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

#### **17. DISCLAIMER OF WARRANTIES**

THE SERVICE, INCLUDING, WITHOUT LIMITATION, NM-UH.COM CONTENT, IS PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER NM-UH.COM NOR ANY OF THEIR EMPLOYEES, MANAGERS, OFFICERS OR AGENTS (COLLECTIVELY, THE "NM-UH.COM PARTIES") MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (A) THE SERVICE; (B) THE NM-UH.COM CONTENT; (C) USER CONTENT; OR (D) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO NM-UH.COM OR VIA THE SERVICE. IN ADDITION, THE NM-UH.COM PARTIES HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS. THE NM-UH.COM PARTIES DO NOT REPRESENT OR WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SERVICE OR THE SERVER THAT MAKES THE SERVICE AVAILABLE IS FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. THE NM-UH.COM PARTIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON THE SERVICE IS ACCURATE, COMPLETE, OR USEFUL. YOU ACKNOWLEDGE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE NM-UH.COM PARTIES DO NOT WARRANT THAT YOUR USE OF THE SERVICE IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND THE NM-UH.COM PARTIES SPECIFICALLY DISCLAIM SUCH WARRANTIES. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOU AND THESE TERMS OF USE. BY ACCESSING OR USING THE SERVICE YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SERVICE. THE NM-UH.COM PARTIES DO NOT ENDORSE CONTENT AND SPECIFICALLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY

OR OTHER CAUSE OF ANY KIND OR CHARACTER BASED UPON OR RESULTING FROM ANY CONTENT.

**18. LIMITATION OF LIABILITY; WAIVER**

UNDER NO CIRCUMSTANCES WILL THE NM-UH.COM PARTIES BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO:

- (A) THE SERVICE;
- (B) THE NM-UH.COM CONTENT;
- (C) USER CONTENT POSTED TO THE NM-UH.COM SITE AND ACCESSED BY YOU;
- (D) YOUR USE OF, INABILITY TO USE, OR THE PERFORMANCE OF THE SERVICE;
- (E) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE NM-UH.COM PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR OR ANY OTHER PARTY'S USE OF THE SERVICE;
- (F) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS;
- (G) ANY ERRORS OR OMISSIONS IN THE SERVICE'S OPERATION; OR
- (H) ANY DAMAGE TO ANY USER'S COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF FORESEEABLE OR EVEN IF THE NM-UH.COM PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THE SERVICE). IN NO EVENT WILL THE NM-UH.COM PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS, DAMAGE OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT WILL THE NM-UH.COM PARTIES TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OR ACTION EXCEED ONE HUNDRED CANADIAN DOLLARS (\$100.00). YOU AGREE THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF NM-UH.COM'S ACTS OR OMISSIONS OR CONTENT YOU ACCESS ON THE NM-UH.COM SITE POSTED BY OTHER USERS OR ANY THIRD PARTIES WHO OBTAIN ACCESS TO THE NM-UH.COM SITE, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEB SITE, SERVICE, PROPERTY, PRODUCT OR OTHER CONTENT OWNED OR CONTROLLED BY THE NM-UH.COM PARTIES, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY WEB SITE, PROPERTY, PRODUCT, SERVICE, OR OTHER CONTENT OWNED OR CONTROLLED BY THE NM-UH.COM PARTIES. BY ACCESSING THE SERVICE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT. NM-UH.COM IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION,

OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES.

#### **19. INDEMNIFICATION**

You (and also any third party for whom you operate an account or activity on the Service) agree to defend (at NM-UH.com's request), indemnify and hold the NM-UH.com Parties harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities on the Service or those conducted on your behalf):

- (i) your Content or your access to or use of the Service;
- (ii) your breach or alleged breach of these Terms of Use;
- (iii) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right;
- (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or
- (v) any misrepresentation made by you.

You will cooperate as fully required by NM-UH.com in the defense of any claim. NM-UH.com reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of NM-UH.com.

#### **20. ARBITRATION**

You agree that all disputes between you and NM-UH.com (whether or not such dispute involves a third party) with regard to your relationship with NM-UH.com, including without limitation disputes related to these Terms of Use, your use of the Service, and/or rights of privacy and/or publicity, will be resolved by binding, individual arbitration under the Canadian Arbitration Association's rules for arbitration of consumer-related disputes and you and NM-UH.com hereby expressly waive trial by jury. As an alternative, you may bring your claim in your local "small claims" court, if permitted by that small claims court's rules. You may bring claims only on your own behalf. Neither you nor NM-UH.com will participate in a class action or class-wide arbitration for any claims covered by this agreement. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if NM-UH.com is a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms of Use.

#### **21. TIME LIMITATION ON CLAIMS**

You agree that any claim you may have arising out of or related to your relationship with NM-UH.com must be filed within one year after such claim arose; otherwise, your claim is permanently barred.

Thank You