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## Website Terms of Use

### TERMS AND CONDITIONS OF USE

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This Term of Use agreement ("the "Agreement") specifies the Terms and Conditions for access to and use of sandranand.com (the "Site") and describe the terms and conditions applicable to your access of and use of the Site. This Agreement may be modified at any time by Crystal Energy Connection upon posting of the modified Agreement. Any such modifications shall be effective immediately. You can view the most recent version of these terms at any time at <http://sandranand.com>. Each use by you shall constitute and be deemed your unconditional acceptance of this Agreement.

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In addition, when using our Site, you shall be subject to any posted policies, guidelines or rules applicable to use of the Site and any service provided by the Site, including, but not limited to, our Privacy Policy. All such policies, guidelines and rules are hereby incorporated by reference into these Terms of Use.

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#### **7. Compliance with Laws**

You agree to comply with all applicable laws regarding your use of the website. You further agreed that information provided by you is truthful and accurate to the best of your knowledge.

#### **8. Indemnification**

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#### **11. Use of Information**

Crystal Energy Connection reserves the right, and you authorize us, to use and assign all information regarding site uses by you and all information provided by you in any manner consistent with our Privacy Policy.

#### **12. Copyrights and Copyright Agent**

If you believe your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have otherwise been violated, please provide a notice containing all of the following information to our Copyright Agent:

- (a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- (b) A description of the copyrighted work that you claim has been infringed;
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- (e) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for Notice of claims of copyright infringement on the Site is XXXX, who can be reached as follows at XXXX@.

#### **13. Governing Law; Venue; Actions**

If there is any dispute about or involving the website or the Terms of Use, you agree that any dispute shall be governed by the laws of the State of New South Wales, Australia without regard to its conflict of law provisions. You agree to personal and exclusive jurisdiction of state and federal courts located in New South Wales, Australia.

YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE, ANY SERVICE PROVIDED BY THE SITE, OR THE TERMS OF USE MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE



FOREVER BARRED.

#### **14. Severability**

If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

#### **15. Waiver**

The failure of Crystal Energy Connection to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by Crystal Energy Connection must be in writing and signed by an authorized representative of Crystal Energy Connection.

#### **16. Modification and Termination of the Website.**

Crystal Energy Connection reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the website or any service provided by the website (or any part thereof) with or without notice. You agree that Crystal Energy Connection will not be liable to you or any third party for any modification, suspension or discontinuance of the website or any service.

#### **17. Relationship of the Parties**

Nothing contained in this Agreement or your use of the Site shall be construed to constitute either party as a partner, joint venturer, employee or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each shall remain independent contractors responsible for its own actions.

#### **18. Entire Agreement**

This Terms of Use constitutes the entire agreement between you and Crystal Energy Connection and governs the terms and conditions of your use of the Site, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Crystal Energy Connection with respect to this Site. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the website. Crystal Energy Connection may revise this Terms of Use at any time by updating this Agreement and posting it on the Site. Accordingly, you should visit the Site and review the Terms of Use periodically to determine if any changes have been made. Your continued use of this website after any changes have been made



to the Terms of Use signifies and confirms your acceptance of any such changes or amendments to the Terms of Use.

**19. Contact Information.**

If you have any questions regarding these Terms of Use, please contact us at [contact@sandranand.com](mailto:contact@sandranand.com).