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You represent and warrant that you have full authority and all rights necessary to enter into and fully perform all of your obligations pursuant to these Terms of Use.

You represent and warrant that you have not and you will not enter into any agreement or perform any act which might contravene the purposes and/or effects of these Terms of Use.

You represent and warrant that you will not delete any Content from the Sites.

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If you are provided a password by Octave, you must keep your password confidential.

You may not disclose your password to any third party without obtaining the express approval of Octave.

You accept full responsibility for any use of your password.

You agree to notify Octave immediately of any actual or suspected loss, theft or unauthorized use of your password.

Without limiting the generality of any other disclaimers in these Terms of Use, Octave is not responsible for any loss to you that arises from such use or action or from your failure to comply with these provisions regarding maintaining the security and confidentiality of your password.

6. Third Party Links

Octave is not responsible for information on any third party website that is referred in, or accessible or connected by hyperlink to, the Sites.

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You agree to indemnify, defend and hold harmless Octave and its affiliates, agents, employees

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- i. your use of the Sites
- ii. your breach of these Terms of Use or any representation, warranty or covenant made by you in these Terms of Use,
- iii. your violation of any applicable law, statute, ordinance, regulation or of any third party's rights, or
- iv. claims asserted by third parties which, if proven, would place you in breach of representations, warranties, covenants or other provisions contained in these Terms of Use.

10. Updates to the Sites and Modifications to the User Agreement

You acknowledge that Octave may update the Sites and the Content, and may modify the terms of these Terms of Use at any time. Modifications to these Terms of Use will be effective immediately upon posting unless we indicate otherwise. You agree to review periodically the terms of these Terms of Use.

By entering any of the Sites you agree to and fully accept these Terms of Use in its then current form each time you enter the Sites.

11. General

These Terms of Use shall be governed by and construed under the laws of the state of Delaware, without regard to its choice of law rules. Any legal action brought hereunder shall be brought exclusively in the courts in Atlanta, Georgia, and it is agreed that such courts shall have jurisdiction over the parties to this agreement and any dispute arising hereunder.

Octave may monitor and record activity on the Sites and respond in compliance with our **Privacy Policy**.

Any notice to Octave shall be to the Legal Department, at []

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