

ALABAMA WORKFORCE COUNCIL
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You agree to indemnify and hold the Site and its affiliates, agents, employees, and licensors harmless from any claim, suits, demand, liabilities, losses, settlement, judgment, damages, costs, and expenses (including reasonable attorneys' fees) made by any third party due to or arising out of (i) your use or misuse of the Site, (ii) your connection to the Site, (iii) your violation of these Terms and Conditions or any other policies on this Site, or (iv) your violation of any law or the rights of a third party. We shall promptly notify you of such claim, and we shall be entitled to participate in the defense of such claim without waiving or reducing any of your obligations to indemnify us or hold us harmless. You shall also indemnify us for any expenses incurred in enforcing this Section.

Remedies

We reserve the right, without limitation of any other remedies available to us, to take appropriate legal action for any illegal or unauthorized use of the Site.

Termination

We may terminate, discontinue, or suspend public access to the Site at any time, for any reason or no reason. Any such termination shall be in our discretion and may occur without prior notice or any notice. Upon termination of access to the Site, your right to use or access the Site will immediately cease. Termination of access to the Site shall not relieve you of any obligations arising or accruing prior to such termination or limit any liability that you otherwise may have to us or any third party. You agree that we shall not be liable to you or any third party for any termination of access to the Site.

All provisions of these Terms and Conditions that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

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We retain the right to change the form and functionality of the Site without prior notice to you. We also retain the right to create limits on and related to use of the Site in our sole discretion at any time with or without notice. We may impose limits on the Site or aspects of the Site or restrict access to parts of or the entire Site without notice or liability. We may change, suspend, or discontinue any parts or the entire Site at any time, including the availability of any feature or content. You agree that we shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site or any part thereof. Unless explicitly stated otherwise, any modifications that augment or enhance the current Site shall be subject to these Terms and Conditions.

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We reserve the right to modify or amend these Terms and Conditions at any time by posting the amended terms on the Site. Please review these Terms and Conditions from time to time to ensure that you are aware of any changes. All amended terms shall automatically be effective after they are initially posted on the Site. These Terms and Conditions may not be otherwise

amended except in a writing signed by you and an authorized representative of the Site. You are responsible for reviewing and becoming familiar with any modifications to these Terms and Conditions, and your continued use of the Site following such changes indicates your acceptance of such changes. If you do not agree to the modifications, you are not permitted to use the Site.

Entire Agreement

These Terms and Conditions, as modified from time to time, set forth the entire and exclusive understanding and agreement between you and the AWC with respect to the subject matter hereof and supersede any prior or contemporaneous understandings, representations, communications, undertakings, or agreements, written or oral, between you and the AWC, regarding the subject matter hereof, including any prior version of these Terms and Conditions.

No Waiver

Our failure to act with respect to a breach by you or others or to exercise, in any way, any right provided for herein, does not waive our right to act with respect to subsequent or similar breaches and shall not be deemed a waiver of any such right or further rights hereunder. We do not guarantee we will take action against all breaches of these Terms and Conditions.

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These Terms and Conditions are not assignable, transferable, or sublicensable by you, except with our prior written consent. We may assign these Terms and Conditions in whole or in part at any time, in our sole discretion, without your consent.

No Agency

No agency, partnership, joint venture, employer-employee, or franchisor-franchisee relationship is intended or created by these Terms and Conditions. You do not have any authority of any kind to bind the AWC or the Site in any respect whatsoever.

Severability

If any provision of these Terms and Conditions is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms and Conditions shall otherwise remain enforceable and in full force and effect, and the remaining provisions shall be enforced.

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These Terms and Conditions and any disputes arising out of or related to the AWC and the Site shall be governed by and construed and enforced in accordance with the laws of the State of Alabama, without reference to its conflicts of laws principles, and, by using the Site, you consent to the jurisdiction of the state and federal courts located in Montgomery, Alabama.

Headings

Headings are for reference purposes only and do not limit the scope or extent of such section.