



Terms & Conditions

TCG Advance, LLC - Terms & Conditions
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You understand further that the pure nature of the internet contains unedited materials some of which are sexually explicit or may be offensive to you. Your access to such materials is at your risk. TCG Advance, LLC has no control over and accepts no responsibility whatsoever for such materials.

Limitation of Liability:

In no event will TCG Advance, LLC be liable for (i) any incidental, consequential, or indirect damages (including, but not limited to, damages for loss of profits, business interruption, loss of programs or information, and the like) arising out of the use of or inability to use the service, or any information, or transactions provided on the service, or downloaded from the service, or any delay of such information or service. Even if TCG Advance, LLC or its authorized representatives have been advised of the possibility of such damages, or (ii) any claim attributable to errors, omissions, or other inaccuracies in the service and/or materials or information downloaded through the service. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. In such states, TCG Advance, LLC liability is limited to the greatest extent permitted by law.

TCG Advance, LLC makes no representations whatsoever about any other website which you may access through this one or which may link to this site. When you access a non-TCG Advance, LLC website, please understand that it is independent from TCG Advance, LLC, and that TCG Advance, LLC has no control over the content on that website. In addition, a link to a TCG Advance, LLC website does not mean that TCG Advance, LLC endorses or accepts any responsibility for the content, or the use, of such website.

3. Indemnification

You agree to indemnify, defend and hold harmless TCG Advance, LLC, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to the service from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this agreement (including negligent or wrongful conduct) by you or any other person accessing the service.

4. Third Party Rights

The provisions of paragraphs 2 (use of the service), and 3 (indemnification) are for the benefit of TCG Advance, LLC and its officers, directors, employees, agents, licensors, suppliers, and any third party information providers to the service. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

5. Term; Termination

This agreement may be terminated by either party without notice at any time for any reason. The provisions of paragraphs 1 (copyright, licenses and idea submissions), 2 (use of the service), 3 (indemnification), 4 (third party rights) and 6 (miscellaneous) shall survive any termination of this agreement.

6. Miscellaneous

This agreement shall all be governed and construed in accordance with the laws of the united states of america applicable to agreements made and to be performed in the united states of america. You agree that any legal action or proceeding between TCG Advance, LLC and you for any purpose concerning this agreement or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in the United States of America . Any cause of action or claim you may have with respect to the service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. TCG Advance, LLC's failure to insist upon or enforce strict performance of any provision of this agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act

to modify any provision of this agreement. TCG Advance, LLC may assign its rights and duties under this agreement to any party at any time without notice to you.

Any rights not expressly granted herein are reserved.