

## SONICFIT WEBSITE TERMS AND CONDITIONS OF USE

Effective Date: 1-January-2008, revised 8-August-2012

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## 6. Choice of Law and Venue

These Terms and Conditions are entered into in the State of California and shall be governed by and construed in accordance with the laws of the State of California, exclusive of its choice of law rules. Each party to these Terms and Conditions submits to the exclusive jurisdiction of the state and federal courts sitting in the County of Santa Clara in the State of California, and waives any jurisdictional, venue, or inconvenient forum objections to such courts. In any action to enforce these Terms and Conditions, the prevailing party will be entitled to costs and attorney fees. In the event that any of the Terms and Conditions are held by a court or other tribunal of competent jurisdiction to be unenforceable, those provisions shall be limited or eliminated to the minimum extent necessary so that these Terms and Conditions shall otherwise remain in full force and effect.

## 7. Entire Agreement

These Terms and Conditions constitute the entire agreement between SONICFIT and you pertaining to the subject matter of this Agreement. In its sole discretion, SONICFIT may modify these Terms and Conditions by posting the revised version on this Site.

## 8. No Unlawful or Prohibited Purpose

As a condition of your use of this Site, you warrant to SONICFIT that you will not use the Site for any purpose that is unlawful or prohibited by these Terms and Conditions.

END OF TERMS