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- 7. No Guarantee of Appropriateness of Materials.** You understand and acknowledge that the Materials may not be appropriate for your particular circumstances, and that state laws or national laws may require different or additional provisions for the agreement template and samples to ensure the desired result.
- 8. Lawyer Use and Responsibility** If you are a lawyer using this Site, we make no express or implied guarantees to you or your clients about the outcomes of any matters you may be handling for your clients. You understand and agree that you are solely responsible for your conduct, that you must use and rely upon your own research, investigation, professional judgment and consultation with your clients in making decisions about matters you may be handling, and that all decisions you make and documents you draft are your sole responsibility.

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- a. *No Guarantees of Updates.* We make no claims, promises, or guarantees about the accuracy, completeness, of adequacy of any of the Materials and expressly disclaim liabilities for errors or omissions, if any, in the Materials. Legal templates and samples may not reflect recent developments in the law and may not be accurate in or applicable to your jurisdiction.
- b. *No Warranties.* You expressly understand and agree that, to the extent permitted under applicable law, your use of the Site including any Materials, is at your sole risk, and the Site and Materials are provided on an “as is” and “as available” basis, with all faults. We expressly disclaim all warranties, representations and conditions of any kind, whether express or implied, related to the Site and Materials, including, without limitation, any implied warranties of merchantability, quality, fitness for a particular purpose, non-infringement, or freedom from computer virus.
- c. *Links to Other Websites.* Any links on the Site that lead to outside services and resources are provided for your convenience only. We do not control all of those outside services and resources.

**11. Ownership and Use.**

- a. *Ownership.* We own the copyrights in the Materials or, in some cases, have received permission for third Parties owning certain Materials to make them available on the Site.
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**12. Termination.** Notwithstanding any of these Terms, we reserve the right, without notice and in our sole discretion, to terminate your license to use the Site, and to block or prevent your future access to the Site.

**13. Limitation of Liability.** To the extent permitted by law, neither Impact Commons nor its directors, officers, employees and affiliates will be liable to you or any other person for any damages, whether arising from contract, tort, or any other theory of liability, that result from your use of or inability to use the Site or use of any of the Materials, or as a result of any Materials or other content, information, services, or resources made available through the Site.

**14. General Provisions.**

- a. *Entire Agreement.* These Terms express the final, complete, and exclusive agreement between you and us, and supersede any and all prior arrangement of agreement related to your use of the Site and Materials.
- b. *Changes to the Terms.* We reserve the right to make changes to any Materials and other information on the Site, including these Terms, without notice to you. The most current Terms will be posted here on the Site and will be effective upon posting. When we revise the Terms, we will update the “Last Updated” date at the top of the Terms of Use. If you use the Site after we post the revised Terms, you will be deemed to have agreed to such revised Terms.
- c. *Waiver.* If we do not immediately take action to address a violation of these Terms, we are not waiving our rights to take action in the future.
- d. *Severability.* If any particular provision of these Terms is found to be unenforceable, that provision will be severable and will not affect any of the other provisions.
- e. *Third Party Beneficiaries.* These Terms are for the exclusive benefit of you and us.
- f. *Governing Law.* Use of the Site will be governed by Pennsylvania law.
- g. *IRS Circular 230.* Any discussion of U.S. tax matters contained on the Site or contained or reflected in any Materials is not intended or written to be used, and cannot be used, for the purpose of (a) avoiding penalties under the Internal Revenue Code or (b) promoting, marketing or recommending to another party any transaction or other matter. The foregoing language is intended to satisfy the requirements under the regulations in Section 10.35 of IRS Circular 230.