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- (iv) YOUR RELIANCE ON OR USE OF CONTENT DISPLAYED, OFFERED, PROMOTED OR ADVERTISED ON THE WEBSITES.

Indemnification

You shall defend, indemnify and hold harmless ESLOP, its subsidiaries and other affiliates, and each of their respective officers, directors, shareholders, employees, independent contractors, agents, representatives and affiliates from and against all claims and expenses, including attorneys' fees, arising out of, or attributable to: (i) any breach or violation of this Agreement by you; and (ii) any access or use of the Websites.



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Privacy

ESLOP respects your privacy. The collection and use of your information in connection with the Websites is governed by our Privacy Statement, which is incorporated into this Agreement by reference.

Third Party Rights

This Agreement is for the benefit of ESLOP, its subsidiaries, other affiliates, and third-party licensors, each of which shall have the right to enforce and assert the terms and conditions of this Agreement directly against you on its behalf. No other third-party rights are provided under these Terms of Use.

Amendments

ESLOP reserves the right to amend this Agreement at any time in its sole discretion and without notice. Changes, revisions or deletions with regard to this Agreement shall be effective immediately upon its inclusion in, or deletion from, this Agreement and the posting of the same in this Agreement on the Websites.

You are encouraged to revisit this Agreement from time to time in order to review any changes that have been made. Your continued access to and use of the Websites following the posting of any such changes shall be deemed your acceptance of the same.



Remedies

You acknowledge that ESLOP may be irreparably damaged if this Agreement is not specifically enforced, and damages at law would be an inadequate remedy. Therefore, in the event of a breach or threatened breach of any provision of this Agreement by you, ESLOP shall be entitled, in addition to all rights and remedies, to an injunction restraining such breach or threatened breach, without being required to show any actual damage or to post an injunction bond, or to a decree for specific performance of the provisions of this Agreement.

Disputes

Any action or proceeding arising out of or relating to these Terms of Use or your use of the Websites shall be brought in the courts of record of Orlando, Florida, or the United States District Court for the Middle District of Florida. You consent to the jurisdiction of such courts and waive any objection to the setting of the venue of any such action or proceeding in such courts. You agree that service of any court paper may be effected by mail or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

Miscellaneous

This Agreement is to be governed by and construed in accordance with the internal laws of the State of Florida, without regard to principles of conflicts of laws.

If any portion of this Agreement is deemed unlawful, void or unenforceable by any court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable shall be stricken from this Agreement.

The headings contained in this Agreement are for convenience of reference only, are not to be considered a part of this Agreement, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.



All covenants, agreements, representations and warranties made in this Agreement, as may be amended by ESLOP from time to time, shall survive your acceptance of this Agreement.

No Representations or Warranties Regarding Content

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