

## USER AGREEMENT

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Brunswick & Fils, Inc.  
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White Plains, NY 10603  
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4. INDEMNIFICATION

You hereby agree to indemnify, defend and hold harmless the Company from and against any and all liability, losses, costs and expenses (including attorneys' fees) incurred by any Company Party in connection with any claim of any kind as a result of:

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3. Your use of any products pictured on this Site;
4. Your violation of this User Agreement; or
5. Your violation of the rights of any other person or entity.

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7. CHOICE OF LAW AND FORUM

This User Agreement shall be construed in accordance with the laws of the State of New York without regard to its conflict of law provisions, and you and the Company irrevocably consent to bring any action to enforce this User Agreement before a court of competent jurisdiction in the state of New York.

8. MISCELLANEOUS

This User Agreement shall constitute the entire agreement between you and the Company regarding your use of this Site, superceding all prior agreements, whether oral or in writing, that you may have executed with the Company.

If any part of this User Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the User Agreement shall continue in effect.