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5. Termination of Agreement

The Terms of this agreement will continue to apply in perpetuity until terminated by either party without notice at any time for any reason. Terms that are to continue in perpetuity shall be unaffected by the termination of this agreement.

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You understand and agree that your use of MHS64SabersHJP.org is entirely at your own risk and that our services are provided "As Is" and "As Available". MHS64SabersHJP.org does not make any express or implied warranties, endorsements or representations whatsoever as to the operation of the MHS64SabersHJP.org website, information, content, materials, or products. This shall include, but not be limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement, and warranties that access to or use of the service will be uninterrupted or error-free or that defects in the service will be corrected.

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9. Jurisdiction

You expressly understand and agree to submit to the personal and exclusive jurisdiction of the courts of the country, state, province or territory determined solely by MHS64SabersHJP.org to resolve any legal matter arising from this agreement or related to your use of MHS64SabersHJP.org. If the court of law having jurisdiction, rules that any provision of the agreement is invalid, then that provision will be removed from the Terms and the remaining Terms will continue to be valid.

10. Entire Agreement

You understand and agree that the above Terms constitute the entire general agreement between you and MHS64SabersHJP.org. You may be subject to additional Terms and conditions when you use, purchase or access other services, affiliate services or third-party content or material.

11. Changes to the Terms

MHS64SabersHJP.org reserves the right to modify these Terms from time to time at our sole discretion and without any notice. Changes to our Terms become effective on the date they are posted and your continued use of MHS64SabersHJP.org after any changes to Terms will signify your agreement to be bound by them.

12. MHS '64 Committee

The Maui High School Class of 1964 Committee is not responsible for MHS64SabersHJP.org. The current MHS '64 Committee, established on September 24, 2009, gave Howard J. Platiro (Webmaster: MHS64SabersHJP.org) of HJP Productions "Just-A-Hobby", a full vote of confidence, to establish and maintain MHS64SabersHJP.org.

October 15, 2009

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