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Terms and Conditions

1. Introduction

These Terms and Conditions (these "Terms" or these "Website T&C") govern your use of ASTROPHYSICSINC.COM as well as any other media form or media channel, linked or otherwise connected thereto (collectively the "Site"). By using this Site you acknowledge that you have read, understood and agree to be bound to these Website T&C. If you object to any portion of these Website T&C, you are expressly prohibited from using the Site and must discontinue use immediately.

2. Intellectual Property Rights

Unless otherwise indicated, Astrophysics Inc. and/or its licensors own all designs, audio, video, text, photographs, and graphics on the Site (Collectively, the "Content") and the trademarks, service marks and logos (collectively, the "Marks") contained therein. Such Content and Marks are protected by copyright and trademark laws and intellectual property rights. You are only granted a limited license, for purposes of viewing the material contained on this Site.

3. Prohibited Activities

You may not access the Site for any purpose other than that for which we make the Site available. You may not:

- 1. Republish material from our website (including republication on another website);
- 2. Circumvent, disable or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitation on the use of the Site;

- 3. Use this Site contrary to applicable laws and regulations or in a way that causes, or may cause, harm to the Site, or to any person or business entity;
- 4. Engage in unauthorized framing of or linking to the Site; and
- 5. Use the Site in a manner inconsistent with any applicable laws or regulations.

We reserve the right to restrict access to certain areas of this Site at any time, in our sole and absolute discretion. Any user ID and password you may have for this Site are confidential and you must maintain confidentiality of such information.

4. No Warranties

This Site is provided for your information "as is" with all its faults. The Site may contain typographical errors, inaccuracies or omissions that may relate to the Site, including descriptions and various other information. We reserve the right to correct any errors and to change or update the information without prior notice. Astrophysics Inc. makes no express or implied representations or warranties of any kind related to the accuracy of this Site or the materials contained herein.

5. Third-Party Websites and Content

The Site may contain (or you may be sent via the Site) links to other websites ("ThirdParty Websites"). Such Third-Party Websites are not investigated or monitored by us, and we are neither responsible for any Third-Party Websites accessed through the Site nor are we responsible for any privacy practices or other policies contained in the Third-Party Websites.

Inclusion of or linking to any Third-Party Websites does not imply approval or endorsement thereof by us. If you decide to leave the Site and access any Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Website T&C no longer govern.

You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or install from the Site.

6. Variation of Terms

Astrophysics Inc. is permitted to revise and modify the Site at any time or for any reason without notice to you. Astrophysics Inc. further reserves the right to modify these Terms at any time as it sees fit and you are expected to review such Terms on a regular basis to ensure you understand all Terms governing use of this Site.

7. Limitation of liability

In no event shall Astrophysics Inc., nor any of its officers, directors and employees, be liable to you for anything arising out of or in any way connected with your use of this Site, whether such liability is under contract, tort or otherwise, and Astrophysics Inc., including its officers, directors and employees shall not be liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Site.

8. Indemnification

You hereby indemnify to the fullest extent Astrophysics Inc. from and against any and all liabilities, costs, demands, causes of action, damages, and expenses (including reasonable attorney's fees) arising out of or in any way related to your breach of any of the provisions of these Terms.

9. Severability

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

10. Entire Agreement

These Terms, including any legal notices and disclaimers contained on this Site, constitute the entire agreement between Astrophysics Inc. and you in relation to your use of this Site and supersede all prior agreements and understandings with respect to the same.

11. Governing Law & Jurisdiction

These Terms will be governed by and construed in accordance with the laws of the State of California and you submit to the non-exclusive jurisdiction of the state and federal courts located in California for the resolution of any disputes.