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TMI cannot and does not guarantee, represent or warrant that the Website or Information are compatible with your computer system. Further, TMI cannot and do not guarantee, represent or warrant that the Website and/or Information will be free of harmful or destructive computer programs, such as viruses, worms, Trojan horses or disabling devices. You alone are responsible for implementing safeguards to protect the security and integrity of your computer system. You are also responsible for the entire cost of any service, repairs or connections of and to your computer system that may be necessary as a result of your use of the Website or Information.

3. Security. TMI will use its best efforts to make the Website secure from unauthorized access. The Website server operating system and applications software will be updated and virus-scanned regularly. However, you recognize that no completely secure system or electronic data storage transfer has yet been devised. TMI makes no warranty, express or implied, regarding the efficacy of the security of the Website and shall never be liable for any claimed actual or consequential damages arising from any breach or alleged breach of security of the Website.

4. Login Accounts and Their Security. TMI will set up individual login accounts (Client users) for those who need access to the Website. (TMI strongly recommends that Client establish a policy that login information not be shared among its employees.) In order to maintain security, you agree to designate a single individual (if a business, must be owner or officer of you) as the authorized person to contact TMI to request employee (user) logins. All logins will be transmitted by email to users. Additional user requests must be in writing by the initial designee.

5. Term and Termination. This Agreement and the services contemplated by it may be terminated by either TMI or you with or without cause and with or without notice at any time; provided, however, that the warranty disclaimer in Section 2 shall survive any termination.

6. No Unlawful and Prohibited Use. You are prohibited from using the Website to damage, disable, or overburden TMI's servers or network or impair the Website or interfere with any other party's use of the Website. Hacking, password mining, or any other means to gain unauthorized access to the Website, Website accounts, computer or network is prohibited. Posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law is also prohibited. TMI will fully cooperate with any law enforcement authorities or court order requesting or directing TMI to disclose the identity of any one posting any such information and materials.

7. Miscellaneous. This is the entire agreement between TMI and you regarding its subject matter. This Agreement does not modify or affect any existing or future engagement letter or agreement between TMI and you. This Agreement is made and entered into in the State of Texas and is to be construed under the laws of the State of Texas as they may from time to time exist.