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You agree to indemnify, defend and hold harmless Chocolate Yoga, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Service from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement (including negligent or wrongful conduct) by you or any other person accessing the Service.

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### **Term and Termination**

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### **Miscellaneous**

This Agreement shall all be governed and construed in accordance with the laws of Australia applicable to agreements made and to be performed in Australia. You agree that any legal action or proceeding between Chocolate Yoga and you for any purpose concerning this Agreement or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Australia . Any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. Chocolate Yoga's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. Chocolate Yoga may assign its rights and duties under this Agreement to any party at any time without notice to you.

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### **Changes to Our Terms of Service**

If we decide to change our Terms of Service / Website Agreement, we will update the Terms of Service modification date below.

This policy was last modified on **17 November 2014**.

### ***Contacting Us***

If there are any questions regarding this Terms of Service / Website Agreement policy you may contact us using the information below:

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