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BY E-MAIL: Support@DavisArt.com

BY MAIL: Davis Publications, Inc.
50 Portland Street
Worcester, MA 01608

BY PHONE: 1.800.533.2847

9. Children's Privacy

By accepting these Terms, you represent and warrant to us that either: (i) you are 13 years of age or older; or (ii) if you or your child is under 13, that you have either obtained or given parental consent to your or your child's school for the collection of the personal information necessary to register for and use Davis Digital.

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In no event shall our total liability to you or any third party for all claims, damages or losses, regardless of the cause of action (whether in contract, tort, including without limitation negligence, or otherwise) exceed the greater of: (a) One Hundred (\$100.00) Dollars; or (b) the amounts paid to us by you as subscription or user fees for the 12 month period prior to the event giving rise to such claim. To the extent that applicable law may not allow the foregoing limitations, the above exclusions may not apply to you.

13. Indemnity

You agree to defend, indemnify, and hold harmless us, and our affiliated entities, and each of our and their respective officers, directors, managers, members, employees and agents from and against any claims, actions or demands, including, without limitation reasonable legal and accounting fees, arising or resulting from your access and use hereunder.

14. Choice of Law and Venue

These Terms, and your access and use hereunder, shall be governed by the laws of the Commonwealth of Massachusetts, without regard to any choice of law principles that would dictate the application of the laws of another jurisdiction, and you hereby agree to the exclusive jurisdiction of the federal and state courts of Massachusetts for resolution of any disputes arising from or related to these Terms.

15. Limitation on Actions

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to these Terms or your access and use hereunder must be filed within one year after such claim or cause of action arises, or be forever barred.

16. Definitions

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