

CRESCENTSILVERLLC.COM

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- access or attempt to access the Site behind proxy servers or URL cloaking techniques; and/or
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Without waiving the governing law provision set forth below, some states do not allow the exclusion or limitation of liability for consequential or incidental damages. Therefore, the above limitations may not apply to you. In such states, Crescent Silver's liability is limited to the fullest extent allowed under applicable law.

INDEMNIFICATION

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If any provision of the Terms or the Privacy Policy is found by a court of valid jurisdiction to be invalid or unenforceable, the remainder of the Terms and the Privacy Policy will remain in full force and effect and will be enforced to the fullest extent allowed under applicable law.

No waiver or failure by Crescent Silver to enforce any provision of the Terms or the Privacy Policy will be valid unless in writing and signed by an officer of Crescent Silver. Any such waiver will not constitute a continuing waiver or a waiver of any other provision.

You may not assign or transfer these Terms, by operation of law or otherwise, without Crescent Silver's prior written consent. Any unauthorized assignment will be void. Crescent Silver may assign or transfer these Terms in its sole discretion, without restriction and without notice to you. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

These Terms will be governed and interpreted by the laws of the State of Idaho, without regard to its conflict of laws provisions.

As used in these Terms and in the Privacy Policy, the terms "include," and "including" and variations thereof are not terms of limitation, but shall be deemed to be followed by the words "without limitation."

Any provision of the Terms or the Privacy Policy that must survive to allow enforcement of its meaning or intent will survive termination for any reason.

Any claim by or through you relating in any way to the Terms, the Privacy Policy and/or the Site, regardless of form or the basis of the claim, must be brought within one (1) year after the cause of action has arisen (or if multiple causes, from the date the first such cause of action arose) or else such cause of action is waived.

The Terms and the Privacy Policy constitute a written agreement between you and Crescent Silver. A printed version of the Terms and/or the Privacy Policy, and of any electronic notice pertaining to the Terms or the Privacy Policy, shall be admissible in a judicial or administrative proceeding to the same extent, and subject to the same restrictions, as any other contract, document, or record originally in printed form.

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