



## AT COST METALS TERMS OF USE

(“Agreement”)

### ACCEPTANCE OF TERMS THROUGH USE

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### YOU MUST BE 18 OR OLDER TO AGREE TO THIS AGREEMENT AND USE THIS SITE

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## INDEMNIFICATION

You agree to defend, indemnify, and hold harmless the Company, its advertisers, licensors, subsidiaries and other affiliated companies, and their employees, contractors, officers, agents and directors from all liabilities, claims, and expenses, including attorney's fees, that arise from your use of this Site, or any services, information or products from this Site, or any violation of this Agreement. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with the Company in asserting any available defenses.

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Company may suspend or terminate this Agreement or User's use immediately upon receipt of any notice which alleges that User has used this Site for any purpose that violates any local, state, or federal law or regulation, or any law of other nations, including but not limited to the posting of information that may violate third-party rights, that may defame a third party, that may be obscene or pornographic, that may harass or assault another, that may violate hacking or other criminal regulations of its agent, officers, directors, contractors or employees. In such event, Company may disclose the User's identity due to a subpoena or other legal action, and Company shall not be liable for damages or results thereof and User agrees not to bring any action or claim against Company for such disclosure.

## CHOICE OF LAW AND FORUM

This Site (excluding third-party linked Sites) is controlled by the Company from its offices within the State of Texas, United States of America. It can be accessed from all 50 states as well as from other countries around the world to the extent permitted by Site. As each of these places has laws that may differ from Texas, by accessing this Site, both you and the Company agree that the statutes and laws of Texas shall



apply to any actions or claims arising out of or in relation to this Agreement or your use of this Site, without regards to conflicts of laws principles thereof. You and the Company also agree and hereby submit to the filing of any claim only in the exclusive personal jurisdiction and venue of Dallas County, Dallas, Texas, United States of America and any legal proceedings shall be conducted in English. The Company makes no representation that materials on this Site are appropriate or available for use in other locations and accessing them from territories where their contents are illegal is prohibited.

## MISCELLANEOUS

This Agreement incorporates by reference the Site Submission Rules if this Site allows posting and posts such Rules. This Agreement constitutes the entire agreement between the parties related to the subject matter thereof, supersedes any prior or contemporaneous (oral, written or electronic) agreement between the parties and shall not be changed except by written agreement signed by an officer of the Company. If any provision of this Agreement is prohibited by law are held to be unenforceable, the remaining provisions hereof shall not be affected, and this Agreement as much as possible under applicable law shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof and the unenforceable provision shall be automatically amended so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law.

**This Site reserves the right to revise these provisions at its discretion, so check back from time to time to be sure you are complying with the most current version.**