



# Terms of Website Access and Use

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You may not use the Home Subscription Service unless you have read and accepted the license and other terms set forth in the Home Subscription Agreement.

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In the case of all users, if you permit a minor to access the Site, you agree to ensure that the use of the Site by the minor is in accordance with this Agreement and you acknowledge and agree that such use is subject to the Privacy Policy. Further, if you permit a minor access to the Home Subscription or the School Services (together referred to hereafter as the Services), you agree to ensure that the use of the Site by the minor is in accordance with the Subscription Agreement or the Access Agreements as the case may be.

This Agreement was last revised on 31<sup>st</sup> July, 2019.

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## Applicable Law and Venue; Miscellaneous

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to the conflict of laws provisions thereof. You irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the state and federal courts located in King County, Washington for any litigation, claim, controversy or dispute arising out of or relating to this Agreement and agree not to commence any litigation arising out of or relating to this Agreement except in such courts.



If any provision(s) of this Agreement is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. Whizz's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Whizz in writing. The section titles in this Agreement are solely used for convenience and have no legal or contractual significance. This Agreement may be assigned in whole or in part by Whizz. Neither this Agreement nor any rights or obligations under this Agreement may be assigned in any manner by you without the express, prior written permission of Whizz, and any purported assignment in violation of this restriction will be void.