

# **Terms Of Use**

TERMS AND CONDITIONS OF USE

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12.2. Open Eye MSA GROUP'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 provisions of this Agreement. OPEN EYE MSA GROUP may assign its rights and duties under this Agreement to any party at any time without notice to you.

12.3. Either party may terminate this Agreement at any time, without notice to the other party.

12.4. In the event of breach of these terms, OPEN EYE MSA GROUP may immediately terminate your access to and your use of the Site and the Materials.

12.5. Obligations and duties arising under these terms, which by their nature extend beyond the termination of this Agreement, shall survive any termination, and include, but are not limited to those set forth in Sections 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11.