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 - v. Aggregate or collect any Materials to construct any kind of database;
 - vi. Use any robot, spider, scraper or other automated means to access the Site for any purpose without our express written permission;
 - vii. Take any action that imposes, or may impose in Company's sole discretion, an unreasonable or disproportionately large load on our infrastructure;
 - viii. Use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or with any other person's use of the Site; or
 - ix. Bypass any measures Company may use to prevent or restrict access to the Site, or otherwise attempt to gain unauthorized access to any portion or feature of the Site, by hacking, password "mining" or any other illegitimate means.
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11. Changes to Terms of Use. Company reserves the right, in its sole discretion, to change or modify the Terms of Use, whether in whole or in part, without notice. If Company changes the Terms of Use, Company will post such new terms on the Site and any such changes or modifications will become effective upon posting. Your access to and use of the Site, following the posting of any such changes or modifications, will constitute your acceptance of the Terms of Use as revised.
12. Applicable Law, Jurisdiction and Claims. THIS TERMS OF USE IS MADE UNDER, AND WILL BE CONSTRUED ACCORDING TO, THE LAWS OF THE STATE OF CALIFORNIA, U.S.A. The parties agree that the Uniform Computer Information Transaction Act (or any statutory implementation of it) and the United Nations Convention on the International Sale of Goods will not apply with respect to this Agreement or the parties' relationship. Subject to the last sentence of this section, any claim, dispute or controversy arising out of or relating to this Agreement shall be resolved by arbitration in accordance with the provisions of the commercial or business rules of the American Arbitration Association. The arbitration shall be held in San Francisco, CA. Notwithstanding the foregoing, a party may seek preliminary judicial relief (such as a preliminary injunction) from the state and federal courts located in San Francisco, CA, if in its judgment, such action is necessary to avoid irreparable damage, and such courts shall have exclusive jurisdiction and venue over all matters relating to such preliminary relief.
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