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Information posted on comments, discussions, forums, bulletin boards, or similar portions of Fabric ("Community Areas") is supplied by third-parties and other Users, unless Cogcentric or its

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- material which threatens or abuses others, or which is defamatory or libelous, or which is invasive of another's privacy;
- material for which User does not have the right to post, including the proprietary material of any third party;
- material which advocates illegal activity or discusses an intent to commit an illegal act;
- material for advertising or commercial solicitation;
- material which is vulgar, obscene, pornographic, or indecent; or
- material which does not pertain directly to the subject matter of the particular Community Area.

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7. MISCELLANEOUS

7.1 Headings. The headings of Sections of this Agreement are for ease of reference only and shall not be admissible in any action to alter, modify or interpret the contents of any Section hereof.

7.2 Severability. If any Section or provision of this Agreement be held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction or arbitral tribunal, such Section or provision of this Agreement shall be deemed severed from this Agreement and the validity of the remainder of this Agreement shall not be affected thereby.

7.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia applicable to contracts made and to be enforced wholly within such province.

7.4 Submission to Jurisdiction. The parties to this Agreement each specifically consent to jurisdiction in the Province of British Columbia in connection with any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof.

7.5 Venue. The parties to this Agreement each agree that venue for any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof may be had in the British Columbia Provincial Court in Canada.

7.6 Waivers and Amendments. The waiver by either party of any provision of this Agreement on any occasion and upon any particular circumstances shall not operate as a waiver of such provision of this Agreement on any other occasion or upon any other circumstances. This Agreement may be waived or amended only in writing and signed by both parties.

7.7 Survival. Sections 3, 4, 5, 6, 7.3, 7.4, and 7.5 of this Agreement, and any other provision which, in accordance with its terms is intended to survive this Agreement, shall survive the expiration or termination of this Agreement for any reason.

7.8 Assignment. Neither party may assign its rights or delegate its duties under this Agreement except that (i) either party may assign its rights to receive payments under this Agreement to a secured creditor and (ii) either party may subcontract for the performance of any of its obligations under this Agreement.

7.9 Complete Agreement/Incorporation. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between such parties with respect to such subject matter.