

IMPORTANT – PLEASE READ CAREFULLY

# *Terms & Conditions*

Welcome to this website which is operated by Tyndale House Publishers on behalf of NavPress (“NavPress.com,” “we,” and “us”). These Terms & Conditions (also referred to below as the “Agreement”) constitute an agreement between you and NavPress, and its affiliated and subsidiary companies, which governs the use of this website and any web page which is a part of this website, your registration with this website, and your purchase, receipt, and/or licensing of any material, product or service through this website or through telephone orders or mail orders through our catalogs or otherwise.

**THESE TERMS & CONDITIONS ARE AN ENFORCEABLE CONTRACT BETWEEN US WHICH AFFECTS OUR RESPECTIVE LEGAL RIGHTS AND INCLUDES A MANDATORY INDIVIDUAL ARBITRATION REQUIREMENT AND DISCLAIMERS AND LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE SET FORTH BELOW.**

We recommend you print out a copy of these Terms & Conditions for your records. Upon request by you or NavPress.com, we each agree to sign and provide to each other a signed copy of these Terms & Conditions.

## **1. ACCEPTANCE OF THE TERMS AND CONDITIONS**

As noted above, by using this website, purchasing, receiving, and/or licensing any materials, products or services through this website, and/or registering with this website, you agree to be bound fully by the provisions below, without change, as are published at such time. You agree to use this website solely in accordance and compliance with the terms of this Agreement.

IF YOU DO NOT AGREE TO THE TERMS & CONDITIONS OF THIS AGREEMENT, DO NOT USE THIS WEBSITE, VISIT ANY PAGE WHICH IS A PART OF THIS WEBSITE, REGISTER WITH THIS WEBSITE, OR RECEIVE, PURCHASE, OR LICENSE ANY PRODUCT OR SERVICE THROUGH THIS WEBSITE.

## **2. MODIFICATIONS TO THIS AGREEMENT**

These Terms & Conditions were last updated on August 1, 2021 and apply to all uses, purchases, or registrations occurring on or after that date. We reserve the right, in our sole discretion, to change these Terms & Conditions at any time by posting a change notice or new agreement on this website, but such changes shall not apply retroactively.

## **3. DISPUTES – THE REQUIREMENT TO ARBITRATE**

At NavPress.com, we work hard to make things right with each and every customer. On occasion, a third party may be necessary to help us resolve our disputes, and this Agreement limits us to arbitration (or small claims court, if a claim qualifies) in the following instances.

**\*\*YOU AND NAVPRESS AGREE THAT ALL DISPUTES AND CLAIMS BETWEEN US ARISING FROM OR RELATING IN ANY WAY WITH THE PERFORMANCE OF THESE TERMS & CONDITIONS, YOUR USE OF THIS WEBSITE, ANY MATERIALS, PRODUCTS OR SERVICES SOLD, PROVIDED OR LICENSED THROUGH THIS WEBSITE, OR THE ACTIONS OF NAVPRESS OR ITS AGENTS THAT WE CANNOT RESOLVE INFORMALLY SHALL BE RESOLVED ON AN**

INDIVIDUAL BASIS ONLY BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT AS PROVIDED BELOW.

YOU AND NAVPRESS FURTHER AGREE TO WAIVE ANY AND ALL RIGHTS TO PARTICIPATE IN ANY WAY IN A CLASS ACTION/CLASS ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHERWISE TO MAKE OR PROCEED WITH ANY CLAIM ON A COLLECTIVE OR CONSOLIDATED BASIS. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, YOU AND NAVPRESS AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL. \*\*

This arbitration agreement applies to all agents, attorneys, contractors, subcontractors, service providers, employees, and all others acting for, on behalf of, or under the direction of NavPress, including all affiliated companies (including, but not limited to, parents, subsidiaries, and sibling corporations). This Agreement is binding on you and NavPress, as well as our respective heirs, successors, and assigns.

You and NavPress agree that any claim between us involves commerce under, and is governed exclusively by, the Federal Arbitration Act ("FAA") and federal law, and not by any state or local laws, or the laws of other countries, concerning or purporting to place limits on the availability or scope of arbitration or in any way imposing requirements beyond or inconsistent with those set forth in the FAA. This Agreement, however, does not prevent you from bringing any issues to the attention of federal, state, or local agencies.

### **Arbitration Scope, Rules, and Requirements**

There is no judge or jury in arbitration, and discovery and court review of an arbitration award are limited. However, an arbitrator under this Agreement can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow these Terms & Conditions as a court would.

The arbitration or small claims court action shall occur in the United States in the county or parish in which you reside or at such other location in the United States which may be agreed upon by you and NavPress. You may also choose to have any arbitration, whether commenced by you or us, conducted by telephone or based on written submissions only.

The arbitrator has the authority to and shall resolve all claims and issues arising between us, including, but not limited to, international, federal, state, and local statutory, regulatory, constitutional, and common law claims.

This arbitration requirement covers, but is not limited to, any and all claims arising from or related in any way to your use of this website, your registration with this website, your purchase of or attempt to purchase products through this website, and your communications with NavPress.

**The arbitrator also has the sole authority to and shall address all claims or arguments concerning the formation, legality, and enforceability of this arbitration clause, the scope of this clause, and the arbitrability of any claim or issue arising between us.**

Any arbitration will be held before a single neutral arbitrator and will be governed by the Consumer Arbitration Rules and the Consumer Due Process Protocol (collectively, "AAA Rules") of the American Arbitration Association ("AAA") as currently in effect, and as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at <https://www.adr.org/consumer>, by calling the AAA at 800-778-7879, or by writing to the Notice Address. To the extent that there is a conflict between this clause and the AAA Rules, the arbitrator shall resolve such conflicts so as to preserve the parties' mutual obligation to arbitrate claims on an individual basis.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to the AAA and to: Customer Service, Tyndale House Publishers, 351 Executive Drive, Carol Stream, IL 60188. The AAA's address is: American Arbitration Association Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. You may also send a copy to the AAA online at <https://www.adr.org>.

If you initiate an arbitration, Tyndale will reimburse you for any standard filing fee which may be required under the AAA Rules for claims under \$10,000. For claims over \$10,000, payment of such fees will be by a separate agreement between you and NavPress. If we cannot agree on such payment, the arbitrator will decide how such fees should be paid and by whom. Each party shall be responsible for their own attorneys' fees except as provided by applicable law or the AAA Rules.

We are committed to providing for dispute resolution at a reasonable cost to consumers consistent with the AAA Rules, and any matters related to such cost, if not agreed to by you and NavPress, will be decided by the arbitrator.

#### **4. PRIVACY AND SECURITY**

Please read our **Privacy Policy** which is incorporated into these Terms & Conditions and governs your use of this website. By visiting this website, registering with this website, or purchasing or licensing products or services through this website, you agree with and consent to our **Privacy Policy**, including the information collection, analysis, and usage practices it describes. To the extent there is a conflict between the **Privacy Policy** and these Terms & Conditions, these Terms & Conditions will control to the fullest extent permitted by law.

#### **5. PRODUCT DESCRIPTIONS**

We work hard to be as accurate as possible. The materials, products and services provided or offered for sale or license through the use of this website contain descriptions that are provided by our suppliers, vendors, and licensors. We do not warrant or represent that such descriptions are complete and accurate. Errors will be corrected when discovered and we reserve the right to revoke any stated offer and to correct any error, inaccuracy, or omission (including after an order has been submitted by you or an order confirmation has been sent by us). If a product offered by us is not as described, your sole remedy is to return it to us in unused condition. We also reserve the right to limit the order quantity on any item.

#### **6. ADDITIONAL TERMS**

Certain specific features, functions, and sections of this website and the receipt, purchase and license of products and services through the use of this website may be subject to additional posted terms including codes of conduct, governing the use of such features, functions, and sections, and the purchase of such products and services. These additional posted terms and conditions as exist at the time of your use, registration, receipt or purchase are expressly incorporated in this Agreement. To the extent there is a conflict between these additional posted terms and these Terms & Conditions, these Terms & Conditions will control to the fullest extent permitted by law.

Our Payment Options are available [here](#)

Our Shipping Options are available [here](#)

Our Returns Policy is available [here](#)

Our Frequently Asked Questions (FAQ) feature is available [here](#)

## **7. PROPER USAGE**

You agree to use this website, and to purchase and/or request materials, products and services through the use of this website, only for your own personal, noncommercial use unless you are in an express business relationship with NavPress.com. You agree not to use this website (a) in any unlawful manner or in any manner that creates civil or criminal liability on the part of NavPress.com or is otherwise harmful to NavPress.com; (b) in any manner that could damage, disable, overburden, impair, impede, disrupt, or alter this website; and (c) in any manner that would interfere, impair, impede, or disrupt the use of this website by any third party. You agree not to post on or transmit through this website or to submit to NavPress.com for inclusion, use or distribution on this website or for any other purposes any material that is unlawful; libelous; constitutes an invasion of privacy; harmful; threatening; abusive; harassing; defamatory; vulgar; obscene; sexually explicit; profane; hateful; racially, ethnically, or otherwise objectionable in any manner; constitutes a breach of your contractual and/or fiduciary obligations; infringes on any third-party patent, trademark, trade name, corporate name, trade secret, copyright or other proprietary or property rights; or, contains viruses, Trojan horses, worms or other code, scripts, routines, files or programs designed to alter, interrupt, impede, limit or destroy the performance and/or functioning of any software, hardware, or other equipment. NavPress.com reserves the right in its sole discretion to prohibit any conduct, communications, content, or use of this website, and to remove any content or communications, which in its sole discretion it finds objectionable or unacceptable in any manner.

## **8. INTELLECTUAL PROPERTY RIGHTS**

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D. THE USE OF THIS WEBSITE, THE CONTENT OF THIS WEBSITE, THE SOFTWARE UTILIZED BY THIS WEBSITE, AND ANY MATERIAL, SERVICE OR PRODUCT OFFERED FOR SALE, DISTRIBUTION OR LICENSE THROUGH THIS WEBSITE, EXCEPT AS EXPRESSLY PERMITTED, IS STRICTLY PROHIBITED AND SHALL CONSTITUTE AN INFRINGEMENT ON THE INTELLECTUAL PROPERTY RIGHTS AND OTHER RIGHTS OF NAVPRESS.COM AND ITS LICENSORS OR SUPPLIERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT INFRINGEMENT.

## **9. CONTENT SUBMITTED BY YOU**

You agree that all logos, graphics, artwork, text, and other content submitted by you for inclusion, use or distribution on this website or for any other purposes shall be in accordance with and in

compliance with the Proper Usage requirements contained in Section 7 of this Agreement. By submitting such content to NavPress.com, you warrant, represent, and agree that (a) you have the authority to grant the rights to such content which are being granted hereunder; (b) you own and/or control all rights in and to such content; (c) such content does not contain any material that is unlawful; libelous; constitutes an invasion of privacy; harmful; threatening; abusive; harassing; defamatory; vulgar; obscene; sexually explicit; profane; hateful; racially, ethnically, or otherwise objectionable in any manner; constitutes a breach of your contractual and/or fiduciary obligations; infringes on any third-party patent, trademark, trade name, corporate name, trade secret, copyright or other proprietary or property rights; or, contains viruses, Trojan horses, worms or other code, scripts, routines, files or programs designed to alter, interrupt, impede, limit or destroy the performance and/or functioning of any software, hardware, or other equipment; and (d) such content is in compliance with the Proper Usage requirements contained in Section 7 of this Agreement. You will be solely responsible and liable for any claims, costs, and damages arising from any infringement of copyright, trademark, patent or other proprietary rights and any other claims, costs, and damages arising from NavPress.com's inclusion, use or distribution of all content submitted by you. NavPress.com neither assumes, has, or will have any responsibility or liability for any claims, costs, and damages arising from any infringement of copyright, trademark, patent or other proprietary rights or any other claims, costs, and damages arising from NavPress.com's inclusion, use or distribution of all content submitted by you. You hereby grant to NavPress.com, and its affiliated, subsidiary and related companies, a royalty-free, perpetual, irrevocable, unlimited, worldwide right and license to use, reproduce, publish, translate, sublicense, copy, and distribute all such content submitted by you, in whole or in part, and/or to incorporate such content in other works in any form, media, or technology now known or hereafter developed for the full term of any copyright that may exist in such content.

#### **10. CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT**

NavPress.com recognizes and respects the importance of intellectual property rights and endeavors to take all steps to protect the intellectual property rights of others. If you believe that this website, the content of this website, software utilized on this website, or any service or product available for use or sale through this website constitutes an infringement of your copyright, trademark, patent or other proprietary or contractual rights, please advise NavPress.com immediately by sending written notice specifying all elements of your claim of infringement to:

Tyndale House Publishers, Inc.  
351 Executive Drive  
Carol Stream, IL 60188  
Phone (855) 277-9400  
Fax (866) 622-9474  
csresponse@tyndale.com

#### **11 DISCLAIMER OF WARRANTIES AND CERTAIN DAMAGES**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THIS WEBSITE, THE CONTENT OF THIS WEBSITE, THE SOFTWARE UTILIZED BY THIS WEBSITE, AND ALL MATERIALS, PRODUCTS AND SERVICES OFFERED FOR SALE, DISTRIBUTION OR LICENSE THROUGH THIS WEBSITE ARE PROVIDED ON AN "AS IS" BASIS AND NAVPRESS.COM MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THIS WEBSITE, THE CONTENT OF THIS WEBSITE, THE SOFTWARE UTILIZED BY THIS WEBSITE, OR THE MATERIALS, PRODUCTS AND SERVICES OFFERED FOR SALE, DISTRIBUTION OR LICENSE THROUGH THIS WEBSITE.

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TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NAVPRESS.COM SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR DAMAGE TO ANCILLARY OR ATTACHED EQUIPMENT OR COMPONENTS THEREOF OR FOR LOSS OR NON-RECOVERABILITY OF ANY DATA OR STORED INFORMATION RELATING TO YOUR USE OF THIS WEBSITE, THE SOFTWARE UTILIZED BY THIS WEBSITE, OR ANY MATERIAL, PRODUCT OR SERVICE RECEIVED, PURCHASED OR LICENSED THROUGH THIS WEBSITE PROVIDED THAT THE FOREGOING LIMITATION ON INCIDENTAL OR CONSEQUENTIAL DAMAGES DOES NOT APPLY TO INDIVIDUALS WHO BUY, LEASE, BORROW OR BAIL PROPERTY OR SERVICES PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NAVPRESS.COM'S LIABILITY FOR ANY ALLEGEDLY DEFECTIVE PRODUCT PURCHASED OR LICENSED THROUGH THIS WEBSITE SHALL BE LIMITED TO THE AMOUNT OF THE PURCHASE PRICE OR LICENSE FEE PAID.

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THESE LIMITATIONS APPLY TO RESIDENTS OF THE STATE OF NEW JERSEY, AMONG OTHERS. SOME STATES DO NOT ALLOW FOR EXCLUSION OR LIMITATIONS OF IMPLIED WARRANTIES OR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND OTHER LIMITATIONS ON DAMAGES AND SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

## **12. INDEMNIFICATION**

YOU AGREE TO, AND HEREBY DO, INDEMNIFY AND HOLD NAVPRESS.COM HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, LOSSES, COSTS, AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, TO ANY THIRD PARTY ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THIS WEBSITE, THE CONTENT OF THIS WEBSITE, THE SOFTWARE UTILIZED BY THIS WEBSITE, OR ANY MATERIAL, PRODUCT

OR SERVICE RECEIVED, PURCHASED OR LICENSED THROUGH THIS WEBSITE PROVIDED THAT THE FOREGOING INDEMNIFICATION OBLIGATION DOES NOT APPLY TO INDIVIDUALS WHO BUY, LEASE, BORROW OR BAIL PROPERTY OR SERVICES PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO, AND HEREBY DO, INDEMNIFY AND HOLD NAVPRESS.COM HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, LOSSES, COSTS, AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, ARISING FROM YOUR BREACH OF OR DEFAULT UNDER THE WITHIN AGREEMENT, OR ARISING FROM YOUR OWN NEGLIGENT OR WRONGFUL CONDUCT.

### **13. APPLICABLE LAW, JURISDICTION AND VENUE**

This website is created, controlled, owned and operated by Tyndale.com in the State of Illinois. Except with regard to arbitration and provisions regarding dispute resolution (Paragraph 3, above), which are governed by the Federal Arbitration Act, the laws of the State of Illinois shall govern and control the interpretation and enforcement of this Agreement.

If for any reason a claim or dispute proceeds in court of general jurisdiction rather than in arbitration or small claims court are required by Section 3, above, as the result of a decision of an arbitrator or a court order by a court of competent jurisdiction, you and NavPress.com each hereby consent to the exclusive personal jurisdiction and subject matter jurisdiction of any of the courts in the State of Illinois, whether federal or state, for any purpose or matter pertaining directly or indirectly to these Terms & Conditions, arising from or in connection with the performance of these Terms & Conditions, arising from or in connection with your use of this website, arising from or in connection with your receipt, purchase or licensing of services, materials and products through this website, or arising from or in connection with the actions of NavPress.com or its agents and you and NavPress.com each agree that any such action or proceeding shall be commenced and maintained only in a court, whether federal or state, in the State of Illinois. This provision shall not be construed as a waiver by either party of any provision of Section 3, above, and the parties reaffirm their understanding that Section 3 limits dispute resolution to individual arbitration and individual small claims court pursuant to and in accordance with the requirements of Section 3.

### **14. THIRD-PARTY CONTENT, LINKS, PRODUCTS AND SERVICES**

You understand and acknowledge that this website and certain content available via the use of this website may include materials from third parties, including users, and that NavPress.com may provide links to certain third-party web- sites. You acknowledge and agree that NavPress.com is not responsible for examining or evaluating the content or accuracy of any such third-party material or websites. NavPress.com does not warrant or endorse and does not assume and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or programs of third parties. Links to other websites are provided solely as a convenience to you. Certain products and services available for purchase and use through the use of this website are subject to separate license, terms of use and other agreements. You agree that your use or purchase of such products and services shall be and is subject to the terms and conditions of such license, terms of use or other agreement and that you shall comply with the terms and conditions of such license, terms of use, or other agreement.

### **15. COMPLIANCE WITH U.S. EXPORT LAWS**

You agree to comply with the provisions of all applicable U.S. customs and other laws relating to the export and re-export of certain technology and other information and materials and not to sell, export, distribute, or transfer in any manner, electronically or otherwise, any products or materials

received or purchased through the use of this website or any content or other materials contained on this website or employed by this website.

## **16. RISK OF LOSS**

The risk of loss for and title to all products purchased by you through the use of this website passes to you upon our delivery to the carrier.

## **17. PRICING**

A. The "Retail Price" listed for products and services offered for sale through the use of this website represents the full retail price listed on the product, the retail price suggested by NavPress.com's suppliers, vendors, or licensors, or the retail price as estimated in accordance with standard practice. Such "Retail Price" is a comparative estimate only and may not represent the prevailing retail price in every geographical location at a particular moment. B. The purchase price for products and services offered for sale through the use of this website may increase or decrease between the time an item is placed in your shopping cart and the time the purchase of such item is actually made by completion of the check-out process. You will be responsible for the payment of the purchase price in effect at the time the purchase of an item is actually made by completion of the checkout process. C. The purchase price for products and services offered for sale through the use of this website may be incorrectly stated on the website. In the event the purchase price for an item is incorrectly stated, NavPress.com may, in its sole discretion, (i) contact you for instructions before shipping the item and charging you for such item; (ii) cancel the order and notify you of the cancellation; or (iii) ship the item to you at the lower of the incorrectly stated price or the actual purchase price. This Pricing Policy only applies to products and services sold and shipped directly by NavPress.com. Products and services sold by third parties through the use of this website are subject to the pricing policies of such third parties.

## **18. SALES TAX INFORMATION**

Goods and services sold by NavPress.com that are shipped to locations in the United States, and its territories, may be subject to sales tax.

When you confirm your order during the "Check Out" process, NavPress.com will provide you with the tax based on your location (zip code).

## **19. AGE OF USER**

If you are under the age of eighteen (18) years, you may use this website and receive, purchase or license materials, products and services through the use of this website only with the involvement and under the supervision of a parent or legal guardian. This website is not designed or intended for persons under the age of thirteen (13).

## **20. TERMINATION OF USAGE**

NavPress.com shall have the right at any time, with or without cause, and with or without notice to you to (i) cancel any order; (ii) terminate or suspend your right to use or access this website; or (iii) terminate or suspend your right to receive or purchase any material, product or service through the use of this website.

## **21. YOUR ACCOUNT**

In order to purchase products or services through the use of this website, you must either establish an account with NavPress.com or purchase such products or services as a guest. You are solely



responsible for (i) maintaining the security and confidentiality of your account and your account password; (ii) restricting access to your computer and your account; and (iii) keeping your email address listed on your account current. You are solely responsible and liable for all activities, including, without limitation, all purchases of products and services through the use of this website that occur under your account or your account password. You acknowledge and agree that NavPress.com may access, preserve, and disclose your account information, all content submitted by you, all communications to and from you, all information relating to your use of this website, and all information relating to the use of this website under your account or account password if NavPress.com is required to do so by law or legal process or if NavPress.com determines, in its sole discretion, that such action is necessary to protect the rights of NavPress.com, third parties, and other users of this website or for purposes of responding to your request for customer service.

## **22. ELECTRONIC COMMUNICATIONS**

You consent to receive electronic communications from NavPress.com either in the form of email sent to you at the email address listed on your account or by communications posted on this website. You acknowledge and agree that any electronic communication in the form of such email or posting on this website shall satisfy any legal requirement that such communication be in writing.

## **23. NOTICES**

All notices to you will be sent by email to the email address listed on your account or by first class mail, postage prepaid, to you at the mailing address listed on your account. All notices to NavPress.com shall be sent by email to [csresponse@tyndale.com](mailto:csresponse@tyndale.com) or by first class mail, postage prepaid, to:

Tyndale House Publishers  
351 Executive Drive, Carol Stream, IL 60188

## **24. RIGHT TO CONSULT AN ATTORNEY**

You understand that you have the absolute right to consult an attorney concerning any aspect of this Agreement, and that, by acknowledging your acceptance of these Terms & Conditions, you represent to NavPress.com that you understand the requirements of this Agreement and agree to be bound by them.

## **25. MISCELLANEOUS PROVISIONS**

All terms, covenants, and conditions contained herein are severable and in the event any of them shall be held to be invalid, this Agreement shall be interpreted as if such invalid term, covenant, or condition were not contained herein. Headings used in this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement. Any failure by NavPress.com to enforce any provision of this Agreement shall not constitute a waiver of such provision or prejudice the right of NavPress.com to enforce the provision at any subsequent time. All orders are subject to acceptance at our headquarters in Illinois.