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[Auto Crane](#) may modify this Agreement at any time. Your use of the Site following any such modification constitutes your agreement to the modified Agreement. The last date these Terms of Use were revised is set forth below.

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## **11. USER SUPPLIED INFORMATION**

[Auto Crane](#) does welcome feedback regarding many areas of its existing businesses, and feedback can be provided through the many listed contact areas and forms provided on the Site. Please review our privacy policy for how this information is used.

## **12. INDEMNIFICATION AND INJUNCTIVE RELIEF**

You understand and agree that you are personally responsible for your behavior on the Site. By using this Site or posting information, statements or materials to the Site, you agree to indemnify [Auto Crane](#), its parent companies, subsidiaries, affiliated companies, joint venturers, business partners, licensors, employees, agents, and any third-party information providers to the Service for any and all claims, damages, losses and causes of action arising out of your breach or alleged breach of this Agreement or your use, misuse, or inability to use the Site, the Service, or the Content. If [Auto Crane](#) or its affiliates take any action to enforce the Agreement, such parties will be entitled to recover from you, and you agree to pay, all reasonable and necessary attorneys' fees and any cost of litigation, in addition to any other relief, at law or in equity, to which such parties may be entitled.

You acknowledge that a violation or attempted violation of any of this Agreement will cause such damage to [Auto Crane](#) as will be irreparable, the exact amount of which would be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, you agree that [Auto Crane](#) shall be entitled as a matter of right to an injunction issued by any court of competent jurisdiction, restraining such violation or attempted violation of this Agreement by you, or your affiliates, partners, or agents, as well as recover from you any and all costs and expenses sustained or incurred by Auto Crane in obtaining such an injunction, including, without limitation, reasonable attorney's fees. You agree that no bond or other security shall be required in connection with such injunction.

## **13. PRIVACY**

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#### 14. TERMINATION

[Auto Crane](#) may, in its sole discretion, terminate or suspend your access to all or part of the Site, for any reason, including breach of this Agreement. In the event this Agreement is terminated, the restrictions regarding Content appearing on the Site and the representations and warranties, indemnities, and limitations of liabilities set forth in this Agreement shall survive any such termination. Such termination shall not affect any right to relief to which [Auto Crane](#), its suppliers, its distributors or third parties mentioned on this Site may be entitled, at law or in equity. Upon termination of this Agreement and these terms and conditions, all rights granted to you will terminate and revert to [Auto Crane](#), its suppliers, its distributors or other third parties mentioned on this Site, as applicable.

#### 15. GENERAL PROVISIONS

**a. Severability.** If any provision of this Agreement is deemed void, unlawful or otherwise unenforceable for any reason, that provision shall be severed from this User Agreement and the remaining provisions of this User Agreement shall remain in force.

**b. Entire Agreement/No Waiver.** This Agreement, together with any Terms of Use and additional terms and conditions incorporated herein or referred to herein constitute the entire agreement between you and [Auto Crane](#) relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written). No waiver by [Auto Crane](#) of any breach or default of this Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default.

**c. Modification.** [Auto Crane](#) may amend or modify this Agreement at any time at its sole discretion, and will post any modified or amended Agreement on the Site.

**d. Choice of Law/Choice of Forum.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to its conflict of laws provisions, as it is applied to agreements entered into and performed within that State. You consent and submit to the exclusive jurisdiction of the state and federal courts located in Tulsa County, the State of Oklahoma, United States of America, in all questions and controversies arising out of your use of this Site, the Service, the Content and this Agreement. To the extent allowed by applicable law, any claim or cause of action arising from or relating to your access or use of this Site must be brought within two (2) years from the date on which such claim or action arose or accrued.

Last Updated \_\_\_\_\_, 2008