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Any cause of action you may have with respect to your use of this site must be commenced within one year after the claim or cause of action arises.

## TERM AND TERMINATION

Without limiting its other remedies, the 28<sup>th</sup> Street Metro Cruise may immediately discontinue, suspend, terminate, or block your and any user's access to this site at any time in our sole discretion.

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This Agreement constitutes the entire agreement between the 28<sup>th</sup> Street Metro Cruise and you with respect to this website, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and the 28<sup>th</sup> Street Metro Cruise with respect to this website. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based on or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. If for any reason a court of competent jurisdiction finds any provision of this Agreement or portion of it to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

#### MODIFICATIONS TO AGREEMENT

We may revise this Agreement at any time and you agree to be bound by the revised Agreement. Any such modifications will become effective on the date they are first posted to this site. It is your responsibility to return to this Agreement from time to time to review the most current terms and conditions. The 28<sup>th</sup> Street Metro Cruise does not and will not assume any obligation to notify you of changes to this Agreement.

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You agree to be bound by any affirmation, assent, or agreement you transmit through this website, including but not limited to any consent you give to receive communications from the 28<sup>th</sup> Street Metro Cruise solely through electronic transmission. You agree that when in the future you click on an “I agree,” “I consent,” or other similarly worded “button” or entry field with your mouse, keystroke, or other computer device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

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