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3. Website

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If any portion of these Terms is or shall be ruled invalid or otherwise unenforceable by a court of competent jurisdiction, then these Terms shall be construed and interpreted in such a manner as to achieve as closely as possible the same effect as originally drafted. Any invalid or unenforceable portion should be construed as narrowly as possible in order to give effect to as much of these Terms as possible.

11. Survival

All provisions in these Terms of Use regarding representations and warranties, indemnification, disclaimers and limitations on liability shall survive any termination of these Terms of Use.

12. Interpretation

Headings used in these Terms are for reference purposes only and shall not be deemed a part of these Terms. When the context requires, the plural shall include the singular and the singular the plural, and any gender shall include any other gender.