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- Overload of system capacities;
- Damage caused by severe weather, earthquakes, wars, insurrection, riots, civil commotion, act of God, accident, fire, water damage, explosion, mechanical breakdown, or natural disasters;
- Interruption (whether partial or total) of power supplies or other utility of service;
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CHOICE OF LAW, JURISDICTION, AND ENFORCEMENT

These terms shall be governed by and construed in accordance with the laws of the State of Pennsylvania, without reference to any conflict of law principles. You hereby consent in jurisdiction of the state and federal courts sitting in the State of Pennsylvania. Notwithstanding anything to the contrary, Discovery shall have the right to elect in its sole discretion the forum for any lawsuit arising hereunder brought by Discovery. Because you shall have access to Discovery Information and other valuable proprietary materials of Discovery, you agree that Discovery shall have the right to enforce those Terms and any of its provisions by injunction (without being required to show any actual damage or to post an injunction bond), specific performance, or any other equitable relief without prejudice to any other rights and remedies that Discovery may have for the breach of these Terms. If any provision of these Terms is for any reason found by a court of competent jurisdiction to be unenforceable, the remainder of these Terms shall continue in full force and effect.

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You agree to indemnify, defend, and hold harmless Discovery and its officers, directors, employees, successors, and assigns from and against any and all claims, demands, losses, liabilities, penalties, expenses, and any or other damages (including, without limitation, reasonable attorneys' fees) directly or indirectly resulting from, relating to, or arising in connection with: (1) your breach or violation of these Terms; (2) your use of the Discovery Site; (3) any transactions or other activities you engage in with any third party service providers, third party merchant sites, or other third parties affiliates or who you access by or through the Discovery Site; (4) your infringement or violation of the intellectual property or other rights of third parties; and (5) your negligence or willful misconduct.

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PRIVACY POLICY

Our Privacy Policy, as amended from time to time, is incorporated herein by reference and shall be deemed a part of these terms for all intents and purposes. Click on this link to view our Privacy Policy.

NO WAIVER

No waiver of any of the foregoing terms and conditions shall be effective unless it is in writing and signed by an authorized officer of Discovery, and no waiver shall be deemed to imply or constitute a continuing waiver of any other term or condition.

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The prevailing party in any dispute between the parties arising out of the interpretation, application, or enforcement of any provision of this Agreement shall be entitled to recover all of its reasonable attorneys' fees and costs whether suit be filed or not, including, without limitation, costs and attorneys' fees related to or arising out of any arbitration proceeding, trial or appellate proceedings.