

Integrative Cardiology, PLLC

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13.2 Under no circumstances will ICCLI or our Representatives be liable to you, your Company, or any third party for any indirect, consequential, incidental, punitive, special, or similar damages or costs (including, but not limited to, lost profits or data, loss of goodwill, loss of or damage to property, loss of use, business interruption, and claims of third parties) arising out of or in connection with these Terms or the use of the Site or the Content, or the transmission of information to or from the Site over the Internet, even if we were advised, knew, or should have known of the possibility of such damages or costs. In a jurisdiction that does not allow the exclusion or limitation of liability for certain damages, the liability of ICCLI and the Representatives will be limited in accordance with these Terms to the extent permitted by law.

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You agree to defend, indemnify and hold harmless ICCLI, and our officers, directors, employees, representatives, and agents, from and against all claims, demands, suits, or other proceedings, and all resulting loss, damage, liability, cost, and expense (including reasonable attorneys' fees), arising out of: (a) content, data, or information that you submit, post to, or transmit through the Site; (b) your access to and use of the Content, the Site, and other materials, products, and services available on or through the Site and ICCLI; (c) your violation of these Terms; (d) your violation of any rights of any third party; (e) your website; and (f) any unauthorized use of a username, password, or account number. We reserve, and you grant to us, the right to assume the exclusive defense and control of any matter subject to indemnification by you hereunder.

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16.2 Our electronically or otherwise properly stored copy of these Terms will be deemed to be the true, complete, valid, authentic, and enforceable copy, and you agree that you will not contest the admissibility or enforceability of our copy of these Terms in connection with any action or proceeding arising out of or relating to these Terms.

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16.4 These Terms do not confer any rights, remedies, or benefits upon any person other than you.

16.5 We may assign our rights and duties under these Terms at any time to any third party without notice. You may not assign these Terms without our prior written consent.

16.6 Our waiver of any breach of these Terms will not be a waiver of any preceding or subsequent breach thereof.

16.7 If any provision of these Terms is held to be invalid or unenforceable, that provision will be stricken and will not affect the validity and enforceability of any remaining provisions.

16.8 Possible evidence of use of the Site for illegal purposes will be provided to law enforcement authorities.

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