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USE OF SITE AND SERVICES

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INTERPRETATION

This Agreement shall not be construed against either Party as the author or drafter of the Agreement.

The headings within this Agreement are not to be used as an aid in interpretation and are purely for convenience.

ASSIGNMENT

We may freely assign these Terms and all of the policies and other documents incorporated or referenced, including all rights, licenses, data, and obligations under it or them, in whole or in part, and without notice, for any reason, including for the purpose of internal restructuring.

WAIVER

Our failure to exercise or enforce any right or provision of these Terms will not constitute a waiver or such right or provision.

SEVERABILITY

Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

BINDING ARBITRATION AGREEMENT

THE PARTIES TO THIS AGREEMENT WILL SUBMIT ALL DISPUTES ARISING UNDER THIS AGREEMENT TO ARBITRATION IN NEW JERSEY BEFORE A SINGLE ARBITRATOR OF THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATOR SHALL BE AN ATTORNEY ADMITTED TO PRACTICE NEW JERSEY LAW. NO PARTY TO THIS AGREEMENT WILL CHALLENGE THE JURISDICTION OR VENUE PROVISIONS AS PROVIDED IN THIS SECTION. NOTHING CONTAINED HEREIN SHALL PREVENT EITHER PARTY FROM OBTAINING AN INJUNCTION.

CLASS ACTION WAIVER

THESE TERMS DO NOT ALLOW CLASS ACTION SUITS; YOU AND <https://audiologyservicesofmarin.com/> HEREBY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY. ANY QUESTION REGARDING THE ENFORCEABILITY OR INTERPRETATION OF THIS PARAGRAPH WILL BE DECIDED BY A COURT AND NOT THE ARBITRATOR.

VENUE AND FORUM

If for any reason a Dispute proceeds in court rather than through arbitration, all such Disputes (regardless of theory) arising out of or relating to these Terms, or the relationship between you and us, will be brought exclusively in the courts located in the county of Somerset, New Jersey, or the United States District Court, District of New Jersey. In such cases, you and we agree to submit to the personal jurisdiction of the courts located within the county of Somerset, New Jersey, or District of New Jersey, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

CHOICE OF LAW

These Terms and the relationship between the parties, including any claim or dispute that might arise between the parties, whether sounding in contract, tort, or otherwise, will be governed by the laws of the State of New Jersey without regard to its conflict of law provisions. In no event will the parties bring claims against one another under the laws of another jurisdiction.

INDEMNIFICATION

By using the Site and/or Services, you agree to defend, indemnify and hold <https://audiologyservicesofmarin.com/>, its officers, directors, authors, employees, agents, licensors, corporate partners, advisors, advisory board and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from or alleged to result from any problem related to the Site and/or Services.

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